



THIS MAY NOT BE THE OFFICIAL AGENDA AS ADDITIONS AND DELETIONS MAY OCCUR.

**5. POLICE DEPARTMENT – Michael J. Smith**

- a) Request approval of the New York State Traffic Services Grant agreement between the Village of Freeport and the State of New York for participation in the Buckle Up NY, Distracted Driving and Speed Week, from October 1, 2025 through September 30, 2026, in the amount of \$19,500.

**6. WATER & SEWER – Robert R. Fisenne**

- a) Request approval of the emergency repair of Well 4A by A. C. Schultes Inc, 664 S. Evergreen Avenue, Woodbury Heights, New Jersey 080971, in the amount of \$19,246.00.

**COMMENTS PERMITTED ON AGENDA ITEMS**

**INTERDEPARTMENTAL CORRESPONDENCE ONLY  
INCORPORATED VILLAGE OF FREEPORT  
VILLAGE MAYOR'S OFFICE**

To: Board of Trustees

From: Mayor Robert Kennedy

Date: September 02, 2025

Re: Appointment – Jenell Muir

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This memo will serve to advise all concerned of the appointment of Jenell Muir, as Secretary to the Mayor and the Board of Trustees to fill the unexpired term of Peggy Lester, said term to expire April 6, 2026.

Thank you,



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\_\_\_\_\_/jm  
Robert T. Kennedy  
Mayor

jm

**INTERDEPARTMENTAL CORRESPONDENCE ONLY  
INCORPORATED VILLAGE OF FREEPORT  
VILLAGE MAYOR'S OFFICE**

To: Board of Trustees

From: Mayor Robert Kennedy

Date: September 02, 2025

Re: Appointment - Gina Terzulli

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This memo will serve to advise all concerned of the appointment of Gina Terzulli, as Secretary to the Zoning Board of Appeals to fill the unexpired term of Darren Merims, said term to expire April 6, 2026.

Thank you,



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Robert T. Kennedy /jm  
Mayor

jm

**INTER-DEPARTMENT CORRESPONDENCE  
INCORPORATED VILLAGE OF FREEPORT**

**TO:** Mayor Robert T. Kennedy

**FROM:** Pamela Walsh Boening, Village Clerk

**DATE:** September 3, 2025

**RE:** Block Party Permit

Applicant: Natesh Persaud

Date: September 13, 2025

Rain Date: None

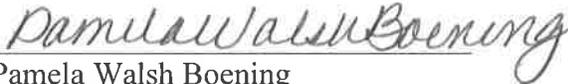
Location: Sigmond Street between South Brookside Ave. and Juanita Ave.

Time: 3:00 P.M. to 9:00 P.M.

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Attached is an application for a Block Party Permit submitted by Natesh Persaud, 228 Juanita Ave. to hold a Block Party on September 13, 2025 (no rain date), on Sigmond Street, between South Brookside Avenue and Juanita Avenue from 3:00 P.M. to 9:00 P.M. Approximately 50 individuals will be attending this event.

Also attached please find the recommendations from the Police Department, Public Works, and Fire Department.

  
Pamela Walsh Boening  
Village Clerk  
Attachments

**FREEPORT POLICE DEPARTMENT**  
**APPLICATION FOR BLOCK PARTY PERMIT**

**BLOCK PARTIES ARE NOT PERMITTED ON THE 4<sup>TH</sup> OF JULY OR THE WEEKEND PRECEDING OR FOLLOWING JULY 4<sup>TH</sup>.**

DATE OF APPLICATION: 8/18/2025

DESCRIBE EVENT AND PURPOSE: 1

DATE OF EVENT: September 13, 2025 RAIN DATE: \_\_\_\_\_

TIME: FROM 3pm TO 9pm (Limit 6 hours – ending 10 PM latest)

LOCATION OF EVENT: ~~228 Juanita C.P.~~ <sup>Sigmond Street</sup> Between Brookside and Juanita Ave

NO. PARTICIPANTS EXPECTED: 50 NO. OF RESIDENCES ON BLOCK: 4 VERIFIED BY (PUB)

NAME OF CONTACT/ORGANIZATION: Natesh Persaud

ADDRESS: 228 Juanita Avenue TEL NO. 347 264 9866  
646-508-2974

The undersigned applicants agree that they are solely responsible and liable for their own works, person and property at all times. The Village of Freeport, its agents, directors or employees will not be responsible or liable for any loss or damage to property or injury to person. The applicants are responsible for the maintenance and cleanup of the area at the termination of the activity. The applicants are reminded that the Village has an "open container" law among its ordinances, which stipulates that no alcoholic beverages may be served or carried on the STREETS OR SIDEWALKS. DO NOT BLOCK STREETS WITH CARS.

THIS APPLICATION MUST CONTAIN THE NAMES, ADDRESSES AND SIGNATURES OF PERSONS REPRESENTING AT LEAST 1/2 OF THE TOTAL NUMBER OF RESIDENCES LOCATED ON THE BLOCK. YOU MUST INCLUDE IN THE TOTAL, ANY MULTIPLE FAMILY HOMES ON THE BLOCK, COUNTING A TWO-FAMILY RESIDENCE AS TWO RESIDENCES, ETC. ADDITIONAL NAMES, ADDRESSES, AND SIGNATURES ARE ON PAGE 2.

APPLICANT'S NAME	ADDRESS	SIGNATURE
<u>Reginald Jackson</u>	<u>215 Juanita ave <sup>Freeport</sup> NY 11520</u>	<u>Reginald Jackson</u>
<input checked="" type="checkbox"/> <u>Wendy McDonald</u>	<u>229 S. Brookside Ave <sup>Freeport NY</sup></u>	<u>Wendy McDonald</u>
<input checked="" type="checkbox"/> <u>Rodney Madry</u>	<u>222 Juanita <sup>NY 11520</sup> ave <sup>Freeport</sup></u>	<u>Rodney Madry</u>
<u>Juan <sup>Mina</sup></u>	<u>228 S BROOKSIDE AVE 8681205</u>	<u>Juan</u>
<u>Cynthia Herring</u>	<u>493 Sigmond St.</u>	<u>Cynthia Herring</u>
<u>Judith Jacobs</u>	<u>231 Juanita Ave</u>	<u>Judith Jacobs</u>
<u>Abreas Candelaria</u>	<u>224 S. Brookside Ave</u>	<u>Abreas Candelaria</u>
<input checked="" type="checkbox"/> <u>Gini Cammann Walters</u>	<u>286 SIGMOND ST</u>	<u>Gini Walters</u>

RECEIVED  
 2025 AUG 18  
 A 10:29  
 CLERK'S OFFICE  
 VILLAGE OF FREEPORT

**FREEPORT POLICE DEPARTMENT**  
**APPLICATION FOR BLOCK PARTY PERMIT**

**Fees:**

If the application is for the use of any Village property other than street or public thoroughfare or if any Village of Freeport services shall be required for the parade or public assembly, the applicant shall pay, prior to the issuance of the permit, the charge for those services in accordance with the schedule of service costs approved by the Board of Trustees by resolution.

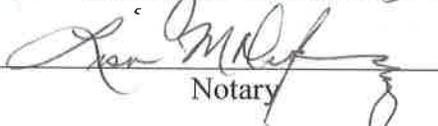
**Affirmation of Understanding and Awareness:**

I Chandra Persaud acting as an authorized representative of \_\_\_\_\_ swear under oath that I have read and understand Village of Freeport Code Section 1, Chapter 155, Article VI entitled Parades and Public Assemblies. Further, if granted a permit, I agree to abide by all of the provisions and stipulations of such code.

  
\_\_\_\_\_  
Applicant's signature

Sworn to before me this 18

day of August 2025

  
\_\_\_\_\_  
Notary

LISA M DEBOURG  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01DE6294362  
Qualified in Nassau County  
My Commission Expires December 16, 2025

Add more signatures below if required:

<u>APPLICANT'S NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____

## Freeport Police Department Block Party Permit

A block party permit has been issued to the named applicant and other named representatives on behalf of Natesh Persaud 228 Juanita Ave.

Applicant's Name

Address

Freeport

City

New York

State

11520

Zip

347-264-9866

Telephone #

as indicated on the Freeport Police Department Parade Permit Application which is annexed hereto and made a part thereof, with the stipulation that the conditions listed below, if any, are satisfied by the above named organization and its representatives. The conditions are:

**Block Party:** Sigmoid Street between N. Brookside and Juanita Ave.

**Date:** September 13<sup>th</sup>, 2025

**Rain Date:** N/A

**Time:** 3:00 P.M. to 9:00 P.M.

- 1. Applicant and participants will be considerate of Village noise regulations and minimize unnecessary noise. This permit does not exempt the participants from abiding by the village noise ordinances. The use of fireworks is strictly prohibited.**
- 2. Use of amplified sound, DJ equipment, etc will cease and desist promptly at 9:00 P.M., without prompting from police or village officials.**
- 3. Participants will shutdown the event and clear the roadway at 9:00 P.M. without prompting from police or village officials.**
- 4. If an emergency occurs, the block party participants must be able to promptly clear the roadway for Police, Fire and other emergency vehicles. Physical barriers, i.e. cars, cannot be used to block the roadway.**
- 5. Tables, tents, rides, DJ booths and amusements placed in the roadway must be fashioned to be rapidly removed by hand to facilitate emergency vehicle operation. Structures not rapidly removable by hand must be erected off the roadway.**
- 6. Applicant: Natesh Persaud Tel. # (347)264-9866 or (646)508-2974**

**THIS BLOCK PARTY PERMIT MUST BE AVAILABLE TO BE SUBMITTED FOR INSPECTION BY ANY FREEPORT POLICE OFFICER ON THE DATE AND TIMES OF THE EVENT. (PHOTOCOPIES ARE PERMITTED)**

**THE BLOCK PARTY PERMIT APPLICATION MUST BE ATTACHED TO THE PERMIT AND AVAILABLE FOR INSPECTION FOR THIS PERMIT TO BE VALID.**

Please note the block party permit maybe revoked by the Chief of Police, or designated representative, at any time prior to or during the block party for violation of Freeport Village Code Section 155-67.

Issued by Assistant Chief Michael G. Williams  08/27/2025  
Rank Name Signature Date

CC to:  Mayor  Village Attorney  Fire Chief  Public Works  
 Postmaster  Affected Public Transportation Utilities  Other: \_\_\_\_\_

**INTER-DEPARTMENT CORRESPONDENCE  
FREEPORT POLICE DEPARTMENT**

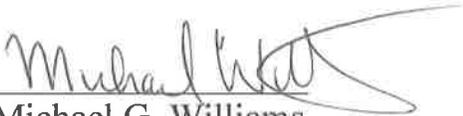
**Michael Smith      40 North Ocean Avenue, Freeport, New York 11520**  
**Chief of Police      (516) 378-0700      Fax (516) 377-2432**

**TO:**            Pamela Walsh Boening, Village Clerk  
**FROM:**        Assistant Chief Michael G. Williams  
**DATE:**        August 27, 2025  
**RE:**            Block Party- Sigmond St. between South Brookside Ave. & Atlantic Ave.  
                    September 13<sup>th</sup>, 2025                      Time: 3:00 P.M. to 9:00 P.M.  
                    Rain Date: September 13<sup>th</sup>, 2025

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After review of the attached Block Party Application, I am informing you that I conditionally approve this request. My approval is conditioned upon this matter being brought before the Mayor and Board of Trustees for final approval. I do not anticipate any police overtime for this event.

Thank you,

  
Michael G. Williams  
Assistant Chief

RECEIVED  
2025 AUG 28 A 11:01  
CLERK'S OFFICE  
VILLAGE OF FREEPORT, NY

**INCORPORATED VILLAGE OF FREEPORT  
DEPARTMENT OF PUBLIC WORKS  
INTER-DEPARTMENT CORRESPONDENCE**

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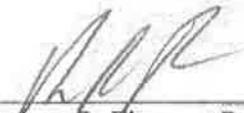
TO: Pamela Walsh Boening, Village Clerk  
FROM: Robert R. Fisenne, P.E., Superintendent of Public Works  
DATE: August 19, 2025  
RE: Block Party Application – Natesh Persaud

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RE: **Block Party Permit Application**  
**Applicant: Natesh Persaud**  
**Date: Saturday, September 13, 2025**  
**Rain Date: None**  
**Location: Sigmond Street between South Brookside Avenue and Juanita Avenue**  
**Time: 3:00 P.M. – 9:00 P.M.**

I have reviewed the above-referenced Block Party Permit Application submitted by Natesh Persaud. The Department of Public Works will erect barricades to facilitate the necessary road closures.

I am conditionally approving this permit, with my approval conditioned upon this matter being brought before the Mayor and Board of Trustees for final approval. Please advise me when a decision has been made.

  
\_\_\_\_\_  
Robert R. Fisenne, P.E.  
Superintendent of Public Works

C: Ben Terzulli, Assistant Superintendent of Public Works

## Pamela Boening

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**From:** Raymond Maguire  
**Sent:** Wednesday, September 3, 2025 11:26 AM  
**To:** Pamela Boening  
**Subject:** RE: 9.13.2025 Sigmond Street Block Party

I have reviewed the Block Party application for September 13, 2025 (Rain Date: None)

I do not foresee any negative impact in the performance of our duties. The applicants and participants must be cognizant of the need for emergency vehicles to enter the area.

Please remind the applicant(s) that access to the area must be made available for Emergency equipment. Therefore, physical barriers should be discouraged.

If you have any questions, please feel free to contact me.

Ray Maguire

*Raymond F. Maguire*  
*Executive Director*  
*Freeport Fire Department*  
*Office: 5163772190*  
*Cell: 5166801801*  
*Fax: 5163772499*

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**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Wednesday, August 27, 2025 2:21 PM  
**To:** Mike Smith <smithm@freeportpolice.org>; Raymond Maguire <rmaguire@freeportny.gov>  
**Cc:** Michael Williams <williamsm@freeportpolice.org>; Donnie Ethier <ethierd@freeportpolice.org>; Mary Muldowney <Muldowneym@freeportpolice.org>; Madelyn de la Fe <mdelafe@freeportny.gov>  
**Subject:** FW: 9.13.2025 Sigmond Street Block Party

Please send recommendation.

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**From:** Pamela Boening  
**Sent:** Monday, August 18, 2025 4:20 PM  
**To:** Mike Smith <smithm@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>  
**Cc:** A/CHF Michael G. Williams <williamsm@freeportpolice.org>; Donnie Ethier <ethierd@freeportpolice.org>; Mary Muldowney <muldowneym@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>  
**Subject:** 9.13.2025 Sigmond Street Block Party

Please send recommendation.

**INTER-DEPARTMENT CORRESPONDENCE  
INCORPORATED VILLAGE OF FREEPORT**

**TO:** Mayor Robert T. Kennedy

**FROM:** Pamela Walsh Boening, Village Clerk

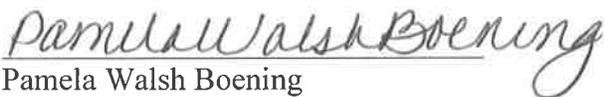
**DATE:** September 3, 2025

**RE:** Block Party Permit  
Applicant: Alexis Dodson  
Date: September 13, 2025  
Rain Date: September 14, 2025  
Location: Radam Court from Claurome Place to the deadend.  
Time: 12:00 P.M. to 6:00 P.M.

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Attached is an application for a Block Party Permit submitted by Alexis Dodson, 9 Radam Court, to hold a Block Party on September 13, 2025 (rain date: September 14), on Radam Court from Claurome Place to the dead end, from 12:00 P.M. to 6:00 P.M. Approximately 30 individuals will be attending this event.

Also attached please find the recommendations from the Police Department, Public Works, and Fire Department.

  
Pamela Walsh Boening  
Village Clerk  
Attachments

**FREEPORT POLICE DEPARTMENT**  
**APPLICATION FOR BLOCK PARTY PERMIT**

**BLOCK PARTIES ARE NOT PERMITTED ON THE 4<sup>TH</sup> OF JULY OR THE WEEKEND PRECEDING OR FOLLOWING JULY 4<sup>TH</sup>.**

DATE OF APPLICATION: 8-27-25

DESCRIBE EVENT AND PURPOSE: Back to school

DATE OF EVENT: 9-13-25 <sup>(9/13/25)</sup> RAIN DATE: 9-14-25

TIME: FROM 10 pm TO 10 pm (Limit 6 hours – ending 10 PM latest)

LOCATION OF EVENT: Rodam ct Between Clawson and (dead end)

NO. PARTICIPANTS EXPECTED: 30 NO. OF RESIDENCES ON BLOCK: 6 VERIFIED BY (pub)

NAME OF CONTACT/ORGANIZATION: Compton's services LLC / Alexis Dodson

ADDRESS: 9 Rodam ct TEL NO. 516 -402-7275

The undersigned applicants agree that they are solely responsible and liable for their own works, person and property at all times. The Village of Freeport, its agents, directors or employees will not be responsible or liable for any loss or damage to property or injury to person. The applicants are responsible for the maintenance and cleanup of the area at the termination of the activity. The applicants are reminded that the Village has an "open container" law among its ordinances, which stipulates that no alcoholic beverages may be served or carried on the STREETS OR SIDEWALKS. DO NOT BLOCK STREETS WITH CARS.

THIS APPLICATION MUST CONTAIN THE NAMES, ADDRESSES AND SIGNATURES OF PERSONS REPRESENTING AT LEAST 1/2 OF THE TOTAL NUMBER OF RESIDENCES LOCATED ON THE BLOCK. YOU MUST INCLUDE IN THE TOTAL, ANY MULTIPLE FAMILY HOMES ON THE BLOCK, COUNTING A TWO-FAMILY RESIDENCE AS TWO RESIDENCES, ETC. ADDITIONAL NAMES, ADDRESSES, AND SIGNATURES ARE ON PAGE 2.

<u>APPLICANT'S NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
<u>Patrick Lee Jr</u>	<u>9 Rodam ct</u>	<u>P Lee</u>
<u>Dawn Joan</u>	<u>12 Rodam ct</u>	<u>Dawn Joan</u>
<u>Julie Villataro</u>	<u>16 Rodam</u>	<u>JV</u>

**FREEPORT POLICE DEPARTMENT**  
**APPLICATION FOR BLOCK PARTY PERMIT**

**Fees:**

If the application is for the use of any Village property other than street or public thoroughfare or if any Village of Freeport services shall be required for the parade or public assembly, the applicant shall pay, prior to the issuance of the permit, the charge for those services in accordance with the schedule of service costs approved by the Board of Trustees by resolution.

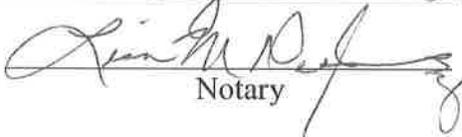
**Affirmation of Understanding and Awareness:**

I Patrick Lee Jr acting as an authorized representative of Compton's Services LLC swear under oath that I have read and understand Village of Freeport Code Section 1, Chapter 155, Article VI entitled Parades and Public Assemblies. Further, if granted a permit, I agree to abide by all of the provisions and stipulations of such code.

  
 \_\_\_\_\_  
 Applicant's signature

Sworn to before me this 27

day of August 2025

  
 \_\_\_\_\_  
 Notary

LISA M DEBOURG  
 NOTARY PUBLIC-STATE OF NEW YORK  
 No. 01DE6294362  
 Qualified in Nassau County  
 My Commission Expires December 16, 2025

Add more signatures below if required:

<u>APPLICANT'S NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
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RECEIVED  
 2025 AUG 27 A 11:06  
 CLERK'S OFFICE  
 VILLAGE OF FREEPORT, NY

# Freeport Police Department

## Parade and Public Assembly Permit

A parade/public assembly permit has been issued to the named applicant and other named representatives on behalf of Alexis Dodson 9 Radam Ct.

<u>Freeport</u> <small>City</small>	<u>New York</u> <small>State</small>	<u>11520</u> <small>Zip</small>	<u>9 Radam Ct.</u> <small>Address</small> <u>(516) 402-7275</u> <small>Telephone #</small>
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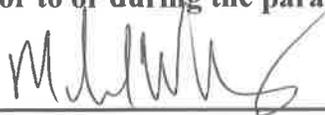
as indicated on the Freeport Police Department Parade Permit Application which is annexed hereto and made a part thereof, with the stipulation that the conditions listed below, if any, are satisfied by the above named organization and it's representatives. The conditions are:

**BLOCK PARTY ON: Radam Court, Freeport**  
**DATE: SATURDAY, SEPTEMBER 13<sup>TH</sup> 2025**  
**RAIN DATE: SUNDAY, SEPTEMBER 14<sup>TH</sup> 2025**  
**Time: 12:00 P.M. TO 6:00 P.M.**

1. Applicant and participants will be considerate of Village noise regulations and minimize unnecessary noise. This permit does not exempt the participants from abiding by village noise ordinances. The use of Fireworks is strictly prohibited
2. Use of amplified sound, D.J. equipment, etc., will cease and desist promptly at 6:00 P.M., without prompting from police or village officials.
3. Participants will shut down block party and clear roadway at 6:00 P.M. sharp without prompting from police or village officials.
4. If an emergency occurs, the block party participants must be able to promptly clear the roadway for Fire, Police and other emergency vehicles. Physical barriers can not be used to block roadway. NO BLOCKING THE ROADWAY W/ AUTOMOBILES
5. Tables, tents, awnings, rides, amusements, D.J. Booths or other structures placed in the road must be fashioned to be rapidly removable by hand to facilitate emergency vehicle operations. Structures or items not rapidly removable by hand must be erected off the road surface or to one side of the road *Not Blocking Vehicle Traffic.*
6. Applicant: Alexis Dodson Tel # (516) 402-7275

This parade/public assembly permit must be available to be submitted for inspection by any Freeport Police Officer on the date and times of the parade. (Photocopies are permitted)

**THE PARADE/PUBLIC ASSEMBLY PERMIT APPLICATION MUST BE ATTACHED TO THE PERMIT AND AVAILABLE FOR INSPECTION FOR THIS PERMIT TO BE VALID. Please note the parade/public assemblies permit maybe revoked by the Chief of Police, or designated representative, at any time prior to or during the parade for violation of Freeport Village Code Section 155-67.**

Issued by Assistant Chief Michael G. Williams  8/28/2025  
Rank Name Signature Date

CC to:  Mayor  Village Attorney  Fire Chief  Public Works  Postmaster  
 Affected Public Transportation Utilities  Other: \_\_\_\_\_

**INTER-DEPARTMENT CORRESPONDENCE**  
**FREEPORT POLICE DEPARTMENT**

**Michael Smith**  
**Chief of Police**

**40 North Ocean Avenue, Freeport, New York 11520**  
**(516) 378-0700 Fax (516) 377-2432**

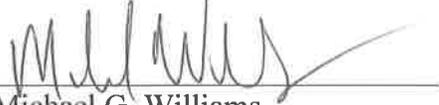
TO: Pamela Walsh Boening, Village Clerk  
FROM: Assistant Chief Michael Williams  
DATE: August 28, 2025  
RE: Block Party – Radam Court on September 13, 2025  
Rain Date - September 14, 2025

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After reviewing the attached Block Party Permit Application. I am informing you that I conditionally approve this permit. My approval is conditioned upon this matter being brought before the Mayor and Board of Trustees for final approval. Once the Board approves, the permit is valid.

I do not anticipate any police overtime costs incurred due to this event. Please advise me when a decision has been made so I will know how to proceed.

Thank you,

  
\_\_\_\_\_  
Michael G. Williams  
Assistant Chief of Police

RECEIVED  
2025 AUG 28 P 2:58  
CLERK'S OFFICE  
VILLAGE OF FREEPORT, NY

**INCORPORATED VILLAGE OF FREEPORT  
DEPARTMENT OF PUBLIC WORKS  
INTER-DEPARTMENT CORRESPONDENCE**

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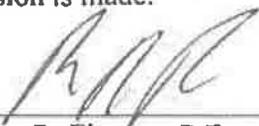
**TO:** Pamela Walsh Boening, Village Clerk  
**FROM:** Robert R. Fisenne, P.E., Superintendent of Public Works  
**DATE:** August 28, 2025  
**RE:** Block Party Application – Alexis Dodson

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**RE:** Block Party Permit Application  
**Applicant:** Alexis Dodson  
**Date:** Saturday, September 13, 2025  
**Rain Date:** Sunday, September 14, 2025  
**Location:** Radam Court from Claurome Place to the dead end  
**Time:** 12:00 P.M. – 6:00 P.M.

I have reviewed the above-referenced Block Party Permit Application submitted by Alexis Dodson. The Department of Public Works will erect barricades to facilitate the necessary road closures.

I am conditionally approving this permit, with my approval conditioned upon this matter being brought before the Mayor and Board of Trustees for final approval. Please advise me when a decision is made.

  
\_\_\_\_\_  
Robert R. Fisenne, P.E.  
Superintendent of Public Works

**C:** Ben Terzulli, Assistant Superintendent of Public Works

## Pamela Boening

---

**From:** Raymond Maguire  
**Sent:** Wednesday, September 3, 2025 11:28 AM  
**To:** Pamela Boening  
**Subject:** RE: 9.13.2025 Radam Court Block Party

I have reviewed the Block Party application for September 13, 2025 (Rain Date: September 14, 2025)

I do not foresee any negative impact in the performance of our duties. The applicants and participants must be cognizant of the need for emergency vehicles to enter the area.

Please remind the applicant(s) that access to the area must be made available for Emergency equipment. Therefore, physical barriers should be discouraged.

If you have any questions, please feel free to contact me.

Ray Maguire

*Raymond F. Maguire*  
*Executive Director*  
*Freeport Fire Department*  
*Office: 5163772190*  
*Cell: 5166801801*  
*Fax: 5163772499*

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**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Wednesday, August 27, 2025 2:31 PM  
**To:** Mike Smith <smithm@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>  
**Cc:** Michael Williams <williamsm@freeportpolice.org>; Donnie Ethier <ethierd@freeportpolice.org>; Mary Muldowney <Muldowneym@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>  
**Subject:** 9.13.2025 Radam Court Block Party

Please send recommendation.

**INTER-DEPARTMENT CORRESPONDENCE  
INCORPORATED VILLAGE OF FREEPORT**

**TO:** Mayor Robert T. Kennedy

**FROM:** Pamela Walsh Boening, Village Clerk

**DATE:** September 3, 2025

**RE:** Block Party Permit

Applicant: Our Holy Redeemer RC Church

Date: Sunday, September 21, 2025

Rain Date: None

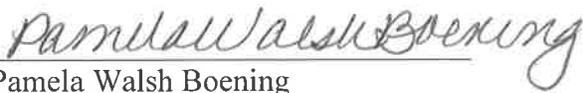
Location: Pine Street between S. Ocean Avenue and Guy Lombardo Avenue

Time: 10:30 A.M. to 4:30 P.M.

---

Attached please find a Block Party Permit Application submitted on behalf of Our Holy Redeemer RC Church, 37 S. Ocean Avenue to hold a Block Party on Sunday, September 21, 2025 (no rain date), on Pine Street between S. Ocean Avenue and Guy Lombardo Avenue from 10:30 A.M. to 4:30 P.M. Approximately 250 individuals will be attending throughout the day.

Also attached please find the recommendations from the Police Department, Public Works, and Fire Department.

  
Pamela Walsh Boening  
Village Clerk  
Attachments

**FREEPORT POLICE DEPARTMENT**  
**APPLICATION FOR BLOCK PARTY PERMIT**

**BLOCK PARTIES ARE NOT PERMITTED ON THE 4<sup>TH</sup> OF JULY OR THE WEEKEND PRECEDING OR FOLLOWING JULY 4<sup>TH</sup>.**

DATE OF APPLICATION: 08/21/2025  
 DESCRIBE EVENT AND PURPOSE: Block Party - Parishioner Appreciation Day.  
 DATE OF EVENT: 09/21/2025 RAIN DATE: NA  
 TIME: FROM 10:30AM TO 4:30PM (Limit 6 hours – ending 10 PM latest)  
 LOCATION OF EVENT: Pine Street Between South Ocean Avenue and Guy Lombardo Avenue  
 NO. PARTICIPANTS EXPECTED: 250+ NO. OF RESIDENCES ON BLOCK: 1 VERIFIED BY pub.  
 NAME OF CONTACT/ORGANIZATION: Rev. Christopher Nowak, Our Holy Redeemer Roman Catholic Church / Stacey Guzman (347) 794-3422  
 ADDRESS: 37 South Ocean Avenue, Freeport, NY 11520. TEL NO. 516-378-0665  
 EMAIL: S.guzman\_ohr@gmail.com

The undersigned applicants agree that they are solely responsible and liable for their own works, person and property at all times. The Village of Freeport, its agents, directors or employees will not be responsible or liable for any loss or damage to property or injury to person. The applicants are responsible for the maintenance and cleanup of the area at the termination of the activity. The applicants are reminded that the Village has an "open container" law among its ordinances, which stipulates that no alcoholic beverages may be served or carried on the STREETS OR SIDEWALKS. DO NOT BLOCK STREETS WITH CARS.

THIS APPLICATION MUST CONTAIN THE NAMES, ADDRESSES AND SIGNATURES OF PERSONS REPRESENTING AT LEAST 1/2 OF THE TOTAL NUMBER OF RESIDENCES LOCATED ON THE BLOCK. YOU MUST INCLUDE IN THE TOTAL, ANY MULTIPLE FAMILY HOMES ON THE BLOCK, COUNTING A TWO-FAMILY RESIDENCE AS TWO RESIDENCES, ETC. ADDITIONAL NAMES, ADDRESSES, AND SIGNATURES ARE ON PAGE 2.

<u>APPLICANT'S NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
<u>Rev. Christopher Nowak</u>	<u>37 South Ocean Ave Freeport NY 11520</u>	<u>[Signature]</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

VILLAGE OF FREEPORT, NY  
 CLERK'S OFFICE  
 2025 AUG 21 P 12:46

RECEIVED

**FREEPORT POLICE DEPARTMENT**  
**APPLICATION FOR BLOCK PARTY PERMIT**

**Fees:**

If the application is for the use of any Village property other than street or public thoroughfare or if any Village of Freeport services shall be required for the parade or public assembly, the applicant shall pay, prior to the issuance of the permit, the charge for those services in accordance with the schedule of service costs approved by the Board of Trustees by resolution.

**Affirmation of Understanding and Awareness:**

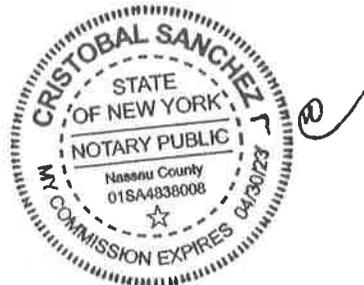
I Rev. Christopher Nowak acting as an authorized representative of Our Holy Redeemer R.C. Church swear under oath that I have read and understand Village of Freeport Code Section 1, Chapter 155, Article VI entitled Parades and Public Assemblies. Further, if granted a permit, I agree to abide by all of the provisions and stipulations of such code.

*C. Nowak*  
 \_\_\_\_\_  
 Applicant's signature

Sworn to before me this 21<sup>ST</sup>

day of AUGUST 2025

Cristobal Sanchez  
 Notary



Add more signatures below if required:

<u>APPLICANT'S NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**September  
21, 2025**

**10:30AM-  
4:30PM**

**Parishioners  
Appreciation Day  
and Ministries Fair**

All are invited for fellowship a  
BBQ and to learn more about  
the ministries in our parish

parish lawn (if rain in gym)

**21 de  
Septiembre  
2025**

**10:30AM-  
4:30PM**

**Día de  
agradecimiento a  
los feligreses y  
feria de ministerios**

Todos están invitados a una  
barbacoa y a aprender más  
sobre los ministerios de  
nuestra iglesia.

Césped parroquia-si llueve en el gimnasio

## Freeport Police Department Block Party Permit

A block party permit has been issued to the named applicant and other named representatives on behalf of Christopher Nowak or Stacey Guzman/ OHR

<u>Freeport</u>	<u>New York</u>	<u>11520</u>	<u>37 Pine Street</u>
City	State	Zip	Address
			<u>516 378-0665</u>
			Telephone #

as indicated on the Freeport Police Department Parade Permit Application which is annexed hereto and made a part thereof, with the stipulation that the conditions listed below, if any, are satisfied by the above named organization and its representatives. The conditions are:

**Block Party:** Pine St. between Guy Lombardo Ave. & S. Ocean Ave.

**Date:** September 21<sup>st</sup> 2025

**Rain Date:** None

**Time:** 10:30 A.M. to 4:30 P.M.

- 1. Applicant and participants will be considerate of Village noise regulations and minimize unnecessary noise. This permit does not exempt the participants from abiding by the village noise ordinances. The use of fireworks is strictly prohibited.**
- 2. Use of amplified sound, DJ equipment, etc will cease and desist promptly at 4:30 P.M. without prompting from police or village officials.**
- 3. Participants will shutdown the event and clear the roadway at 4:30 P.M. without prompting from police or village officials.**
- 4. If an emergency occurs, the block party participants must be able to promptly clear the roadway for Police, Fire and other emergency vehicles. Physical barriers cannot be used to block the roadway. Tables, tents, rides, DJ booths and amusements placed in the roadway must be fashioned to be rapidly removed by hand to facilitate emergency vehicle operation. Structures not rapidly removable by hand must be erected off the roadway.**
- 5. Applicant: Stacey Guzman, OHR Bus. # 516- 378-0665**

**THIS BLOCK PARTY PERMIT MUST BE AVAILABLE TO BE SUBMITTED FOR INSPECTION BY ANY FREEPORT POLICE OFFICER ON THE DATE AND TIMES OF THE EVENT. (PHOTOCOPIES ARE PERMITTED)**

**THE BLOCK PARTY PERMIT APPLICATION MUST BE ATTACHED TO THE PERMIT AND AVAILABLE FOR INSPECTION FOR THIS PERMIT TO BE VALID.**

Please note the block party permit can be revoked by the Chief of Police, or designated representative, at any time prior to or during the block party for violation of Freeport Village Code Section 155-67.

Issued by Assistant Chief Michael G. Williams  08/27/2025  
Rank Name Signature Date

CC to:  Mayor     Village Attorney     Fire Chief     Public Works  
 Postmaster     Affected Public Transportation Utilities     Other: \_\_\_\_\_

**INTER-DEPARTMENT CORRESPONDENCE  
FREEPORT POLICE DEPARTMENT**

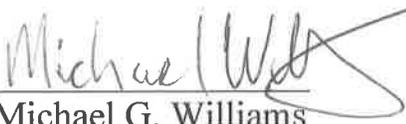
**Michael Smith      40 North Ocean Avenue, Freeport, New York 11520**  
**Chief of Police      (516) 378-0700      Fax (516) 377-2432**

**TO:**            Pamela Walsh Boening, Village Clerk  
**FROM:**        Assistant Chief Michael G. Williams  
**DATE:**        August 27<sup>th</sup> 2025  
**RE:**            Block Party- Our Holy Redeemer Church: Pine Street between  
                  Guy Lombardo Ave. and S. Ocean Ave.  
                  September 21<sup>st</sup> 2025                    Time: 10:30 A.M. to 4:30 P.M.  
                  Rain Date: None

---

After reviewing the attached Block Party Application, I am informing you that I conditionally approve this request. My approval is conditioned upon this matter being brought before the Mayor and Board of Trustees for final approval. I do not anticipate any police overtime for this event.

Thank you,

  
Michael G. Williams  
Assistant Chief

RECEIVED

2025 AUG 27 P 3:08

CLERK'S OFFICE  
VILLAGE OF FREEPORT, NY

**INCORPORATED VILLAGE OF FREEPORT  
DEPARTMENT OF PUBLIC WORKS  
INTER-DEPARTMENT CORRESPONDENCE**

---

**TO:** Pamela Walsh Boening, Village Clerk  
**FROM:** Robert R. Fisenne, P.E., Superintendent of Public Works  
**DATE:** August 25, 2025  
**RE:** Block Party Application – Reverend Christopher Nowak

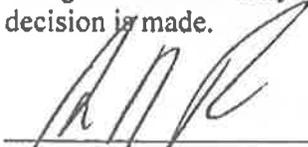
---

**RE:** Block Party Permit Application

**Applicant:** Reverend Christopher Nowak / Our Holy Redeemer Church  
**Date:** Sunday, September 21, 2025  
**Rain Date:** None  
**Location:** Pine Street between S. Ocean Ave. and Guy Lombardo Ave.  
**Time:** 10:30 am to 4:30 pm

I have reviewed the above-referenced Block Party Permit Application submitted by Reverend Christopher Nowak on behalf of Our Holy Redeemer Church. The Department of Public Works will erect barricades to facilitate the necessary road closures.

I am conditionally approving this permit, with my approval conditioned upon this matter being brought before the Mayor and Board of Trustees for final approval. Please advise me when a decision is made.

  
\_\_\_\_\_  
Robert R. Fisenne, P.E.  
Superintendent of Public Works

**C:** Ben Terzulli, Assistant Superintendent of Public Works

## **Pamela Boening**

---

**From:** Raymond Maguire  
**Sent:** Monday, August 25, 2025 8:46 PM  
**To:** Pamela Boening  
**Subject:** RE: 9.21.2025 Block Party

I have reviewed the Block Party application for September 21, 2025 (Rain Date: None)

I do not foresee any negative impact in the performance of our duties. However, the area is vast, so even more attention to access must be maintained by the participants. It is imperative that the participants be cognizant of the need for emergency vehicles to enter the area.

Please remind the applicant(s) that access to the area must be made available for Emergency equipment. Therefore, physical barriers should be discouraged.

If you have any questions, please feel free to contact me.

Ray Maguire

*Raymond F. Maguire*  
*Executive Director*  
*Freeport Fire Department*  
*Office: 5163772190*  
*Cell: 5166801801*  
*Fax: 5163772499*

---

**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Monday, August 25, 2025 3:24 PM  
**To:** Mike Smith <smithm@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>  
**Cc:** Michael Williams <williamsm@freeportpolice.org>; Donnie Ethier <ethierd@freeportpolice.org>; Mary Muldowney <Muldowneym@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>  
**Subject:** 9.21.2025 Block Party

Please send recommendation.

Thanks,

*Pamela Walsh Boening*  
Village Clerk

46 N. Ocean Avenue  
Freeport, N.Y. 11520

**INTER-DEPARTMENT CORRESPONDENCE  
INCORPORATED VILLAGE OF FREEPORT**

**TO:** Mayor Robert T. Kennedy

**FROM:** Pamela Walsh Boening, Village Clerk

**DATE:** September 3, 2025

**RE:** Block Party Permit

Applicant: Laneisha Munoz

Date: September 27, 2025

Rain Date: September 28, 2025

Location: E. Dean Street between N. Columbus Avenue and Graffiing Place

Time: 2:00 P.M. to 8:00 P.M.

---

Attached is an application for a Block Party Permit submitted by Laneisha Munoz, 142 E. Dean Street, to hold a Block Party on September 27, 2025 (rain date: September 28), on E. Dean Street from N. Columbus Avenue to Graffiing Place, from 2:00 P.M. to 8:00 P.M. Approximately 30 individuals will be attending this event.

Also attached please find the recommendations from the Police Department, Public Works, and Fire Department.



Pamela Walsh Boening  
Village Clerk  
Attachments

**FREEPORT POLICE DEPARTMENT**  
**APPLICATION FOR BLOCK PARTY PERMIT**

**BLOCK PARTIES ARE NOT PERMITTED ON THE 4<sup>TH</sup> OF JULY OR THE WEEKEND PRECEDING OR FOLLOWING JULY 4<sup>TH</sup>.**

DATE OF APPLICATION: 8-9-25

DESCRIBE EVENT AND PURPOSE: community get together

DATE OF EVENT: ~~9-6-25~~ 9-27-25 RAIN DATE: ~~9-7-25~~ 9-28-25

TIME: FROM 2pm TO 8pm (Limit 6 hours – ending 10 PM latest)

LOCATION OF EVENT: East Dean st Between N. Columbus and Grafting

NO. PARTICIPANTS EXPECTED: 30 NO. OF RESIDENCES ON BLOCK: 34 VERIFIED BY PUB

NAME OF CONTACT/ORGANIZATION: Laneisha Muñoz

ADDRESS: 142 E. Dean Street TEL NO. 516.623.4471

EMAIL: Laneishamunoz@yahoo.com

The undersigned applicants agree that they are solely responsible and liable for their own works, person and property at all times. The Village of Freeport, its agents, directors or employees will not be responsible or liable for any loss or damage to property or injury to person. The applicants are responsible for the maintenance and cleanup of the area at the termination of the activity. The applicants are reminded that the Village has an "open container" law among its ordinances, which stipulates that no alcoholic beverages may be served or carried on the STREETS OR SIDEWALKS. DO NOT BLOCK STREETS WITH CARS.

THIS APPLICATION MUST CONTAIN THE NAMES, ADDRESSES AND SIGNATURES OF PERSONS REPRESENTING AT LEAST 1/2 OF THE TOTAL NUMBER OF RESIDENCES LOCATED ON THE BLOCK. YOU MUST INCLUDE IN THE TOTAL, ANY MULTIPLE FAMILY HOMES ON THE BLOCK, COUNTING A TWO-FAMILY RESIDENCE AS TWO RESIDENCES, ETC. ADDITIONAL NAMES, ADDRESSES, AND SIGNATURES ARE ON PAGE 2.

	<u>APPLICANT'S NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
1	<u>Amy Kelley</u>	<u>136 E. Dean St</u>	<u>Amy</u>
2	<u>Stacy Brooks</u>	<u>139 E. Dean St.</u>	<u>Stacy Brooks</u>
3	<u>Hershey Lee</u>	<u>149 E. Dean St.</u>	<u>Hershey Lee</u>
(17)	<u>Julito Amonte</u>	<u>175 N. Columbus</u>	<u>Julito Amonte</u>
4	<u>Warren Taylor</u>	<u>152 E. Dean St</u>	<u>Warren Taylor</u>
5	<u>Miguel</u>	<u>144 E. Dean St</u>	<u>Miguel</u>
	<u>Frederica Groover</u>	<u>147 E. DEAN ST</u>	<u>Frederica Groover</u>

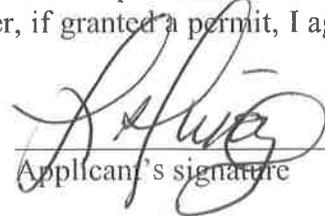
**FREEPORT POLICE DEPARTMENT  
APPLICATION FOR BLOCK PARTY PERMIT**

**Fees:**

If the application is for the use of any Village property other than street or public thoroughfare or if any Village of Freeport services shall be required for the parade or public assembly, the applicant shall pay, prior to the issuance of the permit, the charge for those services in accordance with the schedule of service costs approved by the Board of Trustees by resolution.

**Affirmation of Understanding and Awareness:**

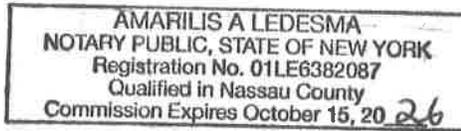
Laneisha Muñoz acting as an authorized representative of 142 E. Dean St. swear under oath that I have read and understand Village of Freeport Code Section 1, Chapter 155, Article VI entitled Parades and Public Assemblies. Further, if granted a permit, I agree to abide by all of the provisions and stipulations of such code.

  
Applicant's signature

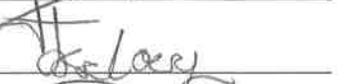
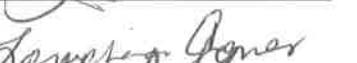
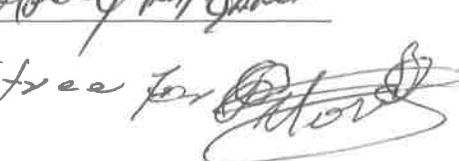
Sworn to before me this 25<sup>th</sup>

day of August 2025

Amauris Ledesma  
Notary



Add more signatures below if required:

	APPLICANT'S NAME	ADDRESS	SIGNATURE
7	<u>Derrick Miller</u>	<u>130 EAST Dean</u>	
8	<u>Fiona Kouloussis</u>	<u>125 E Dean</u>	
9	<u>DIRANIEL RAMIREZ</u>	<u>116 E DEAN ST</u>	
10	<u>Michael [unclear]</u>	<u>109 East Dean St</u>	
11	<u>Jesson Rodriguez</u>	<u>976 Dean S</u>	
12	<u>Jess Laery</u>	<u>106 E Dean St</u>	
13	<u>RAJPA R</u>	<u>135 E Dean St</u>	
14	<u>Louphenia Jones</u>	<u>142 E. Dean st.</u>	
15	<u>Manuel Garcia</u>	<u>129 E DEAN ST</u>	
16	<u>Pedro Echeverri</u>	<u>154 E Dean Street</u>	

# Freeport Police Department Parade and Public Assemblies Permit

A parade/public assemblies permit has been issued to the named applicant and other named representatives on behalf of Laneisha Munoz 142 Dean Street

Freeport New York 11520 (516) 623-4471  
City State Zip Telephone #  
Applicant's Name Address

as indicated on the Freeport Police Department Parade Permit Application which is annexed hereto and made a part thereof, with the stipulation that the conditions listed below, if any, are satisfied by the above named organization and it's representatives. The conditions are:

**BLOCK PARTY ON: E. DEAN STREET BETWEEN N. COLUMBUS AVE. AND GRAFFING PL.**

**DATE: SATURDAY, SEPTEMBER 27<sup>TH</sup>, 2025 Time: 2:00 P.M. TO 8:00 P.M.**

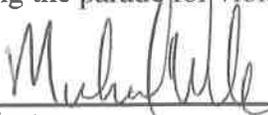
**RAIN DATE: SATURDAY, SEPTEMBER 28<sup>TH</sup> 2025**

- 1. Applicant and participants will be considerate of Village noise regulations and minimize unnecessary noise. This permit does not exempt the participants from abiding by village noise ordinances. The use of Fireworks is strictly prohibited**
- 2. Use of amplified sound, D.J. equipment, etc., will cease and desist promptly at 8:00 P.M., without prompting from police or village officials.**
- 3. Participants will shut down block party and clear roadway at 8:00 P.M. sharp without prompting from police or village officials.**
- 4. If an emergency occurs, the block party participants must be able to promptly clear the roadway for Fire, Police and other emergency vehicles. Physical barriers can not be used to block roadway.**
- 5. Tables, tents, awnings, rides, amusements, D.J. Booths or other structures placed in the road must be fashioned to be rapidly removable by hand to facilitate emergency vehicle operations. Structures or items not rapidly removable by hand must be erected off the road surface or to one side of the road Not Blocking Vehicle Traffic.**
- 6. Applicant: Laneisha Munoz 142 E. Dean Street, Tel # 516 623-4471**

This parade/public assemblies permit must be available to be submitted for inspection by any Freeport Police Officer on the date and times of the parade. (Photocopies are permitted)

**THE PARADE/PUBLIC ASSEMBLIES PERMIT APPLICATION MUST BE ATTACHED TO THE PERMIT AND AVAILABLE FOR INSPECTION FOR THIS PERMIT TO BE VALID.**

Please note the parade/public assemblies permit maybe revoked by the Chief of Police, or designated representative, at any time prior to or during the parade for violation of Freeport Village Code Section 155-67.

Issued by Assistant Chief Michael G. Williams  09/02/2025  
Rank Name Signature Date

CC to:  Mayor  Village Attorney  Fire Chief  Public Works  Postmaster  
 Affected Public Transportation Utilities  Other: \_\_\_\_\_

**INTER-DEPARTMENT CORRESPONDENCE**  
**FREEPORT POLICE DEPARTMENT**

**Michael Smith**  
Chief of Police

40 North Ocean Avenue, Freeport, New York 11520  
(516) 378-0700 Fax (516) 377-2432

**TO: Pamela Walsh Boening, Village Clerk**  
**FROM: Assistant Chief Michael G. Williams**  
**DATE: September 2, 2025**

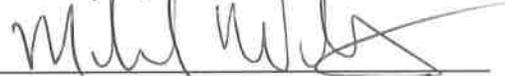
**RE: Block Party – E. Dean Street between Columbus Ave. and Graffing Pl.**  
**Date: Saturday September 27, 2025 Time: 2:00 p.m. to 8:00 p.m.**  
**Rain Date: Saturday September 28<sup>th</sup> 2025**

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After reviewing the attached Block Party Permit Application I am informing you that I conditionally approve this permit. My approval is conditioned upon this matter being brought before the Mayor and Board of Trustees for final approval. Once the Mayor and the Board approves; the permit is valid.

I do not anticipate there will be any police overtime costs incurred due to this event. Please advise me when a decision has been made so I will know how to proceed.

Thank you,



Michael G. Williams  
Assistant Chief of Police

RECEIVED

2025 SEP -3 A 10:53

CLERK'S OFFICE  
VILLAGE OF FREEPORT, NY

**INCORPORATED VILLAGE OF FREEPORT  
DEPARTMENT OF PUBLIC WORKS  
INTER-DEPARTMENT CORRESPONDENCE**

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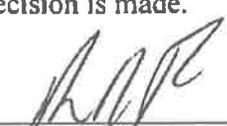
**TO:** Pamela Walsh Boening, Village Clerk  
**FROM:** Robert R. Fisenne, P.E., Superintendent of Public Works  
**DATE:** September 2, 2025  
**RE:** Block Party Application – Laneisha Munoz

---

**RE:** Block Party Permit Application  
**Applicant:** Laneisha Munoz  
**Date:** Saturday, September 27, 2025  
**Rain Date:** Sunday, September 28, 2025  
**Location:** East Dean Street between N. Columbus Avenue and Graffing Place  
**Time:** 2:00 P.M. – 8:00 P.M.

I have reviewed the above-referenced Block Party Permit Application submitted by Laneisha Munoz. The Department of Public Works will erect barricades to facilitate the necessary road closures.

I am conditionally approving this permit, with my approval conditioned upon this matter being brought before the Mayor and Board of Trustees for final approval. Please advise me when a decision is made.

  
\_\_\_\_\_  
Robert R. Fisenne, P.E.  
Superintendent of Public Works

**C:** Ben Terzulli, Assistant Superintendent of Public Works

## Pamela Boening

---

**From:** Raymond Maguire  
**Sent:** Wednesday, September 3, 2025 11:25 AM  
**To:** Pamela Boening  
**Subject:** RE: 9.27.2025 E. Dean Street Block Party

I have reviewed the Block Party application for September 27, 2025 (Rain Date: September 28, 2025)

I do not foresee any negative impact in the performance of our duties. However, the area is vast so even more attention to access must be maintained by the participants. The applicants and participants must be cognizant of the need for emergency vehicles to enter the area.

Please remind the applicant(s) that access to the area must be made available for Emergency equipment. Therefore, physical barriers should be discouraged.

If you have any questions, please feel free to contact me.

Ray Maguire

**Raymond F. Maguire**  
**Executive Director**  
**Freeport Fire Department**  
**Office: 5163772190**  
**Cell: 5166801801**  
**Fax: 5163772499**

---

**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Tuesday, September 2, 2025 9:58 AM  
**To:** Mike Smith <smithm@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>  
**Cc:** Michael Williams <williamsm@freeportpolice.org>; Donnie Ethier <ethierd@freeportpolice.org>; Mary Muldowney <Muldowneym@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>  
**Subject:** 9.27.2025 E. Dean Street Block Party

Please send recommendation.

**Incorporated Village of Freeport  
INTER-OFFICE MEMO**

TO: Mayor Robert T. Kennedy and Board of Trustees

FROM: Vilma I. Lancaster, Village Assessor

DATE: August 28, 2025

RE: Remove Exemption from 2025//2026 Final Assessment Roll

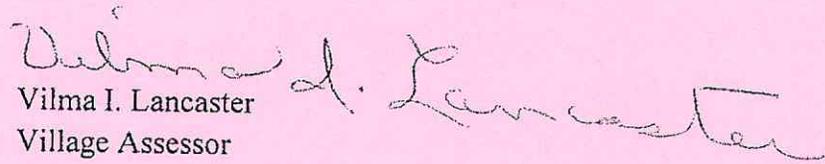
Permission is requested for the Assessor to remove from 2025/2026 Final Assessment Roll exemptions related to Senior and Veteran Owned Properties. The removal of assessed value exemptions is due to a transfer of title or the exempt class.

Where a partial exemption is removed and entered on an assessment roll for an ineligible parcel, it is an error in essential fact (RPTL §550(3) (e)). Errors in essential fact may be corrected by the Board in accordance with the provisions of RPTL §552.

S / B / L	Address	Exemption Code	Exemption Amount	Reason
54 / 319 / 7,8,239	92 Hampton Place	41131 Veteran Wartime Combat	41131 - 732	Property Sold 8 / 05 / 2025
54 / 309 / 271	477 Archer St	41101 – Veteran Eligible Funds	41101 - 3,650	Property Sold 8 / 11 / 2025
62 / 078 / 8	18 Sportsman Ave	41800 - Senior	41800 - 1,700	Property Sold 8 / 07 / 2025
62 / 069 / 138	34 E Bedell St	41800 – Senior 41141 – Vet Disable 41131 - Vet / Wartime/Combat	41800 - 2,694 41141 – 1,080 41131 - 732	Property Sold 8 / 14 / 2025
55 / 248 / 157	175 N. Columbus Ave	41131 - Vet / Wartime/Combat	41131 - 732	Property Sold 8 / 25 / 2025

55 / 241 / 21	218 E Dean St	41101 - Vet / Eligible Funds	41101 - 5,000	Property Sold 8 / 26 / 2025
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Permission is further requested that the Board authorize the Village Treasurer to process the required tax adjustments, provide a copy of the billing invoice to the Assessor, and issue a 2025/2026 corrected property tax bill.

  
Vilma I. Lancaster  
Village Assessor

It was moved by Trustee \_\_\_\_\_, and seconded by Trustee \_\_\_\_\_, that the following resolution be adopted:

**WHEREAS**, the Village Assessor periodically reviews the exemption status of properties in the Village of Freeport to ensure continuing eligibility under the criteria of particular exemptions; and

**WHEREAS**, the below list consists of changes to assessed tax value after the adoption of the 2025/2026 Final Assessment Roll; and

S / B / L	Address	Exemption Code	Exemption Amount	Reason
54 / 319 / 7,8,239	92 Hampton Place	41131 Veteran Wartime Combat	41131 - 732	Property Sold 8 / 05 / 2025
54 / 309 / 271	477 Archer St	41101 – Veteran Eligible Funds	41101 - 3,650	Property Sold 8 / 11 / 2025
62 / 078 / 8	18 Sportsman Ave	41800 - Senior	41800 - 1,700	Property Sold 8 / 07 / 2025
62 / 069 / 138	34 E Bedell St	41800 – Senior 41141 – Vet Disable 41131 - Vet / Wartime/Combat	41800 - 2,694 41141 – 1,080 41131 - 732	Property Sold 8 / 14 / 2025
55 / 248 / 157	175 N. Columbus Ave	41131 - Vet / Wartime/Combat	41131 - 732	Property Sold 8 / 25 / 2025
55 / 241 / 21	218 E Dean St	41101 - Vet / Eligible Funds	41101 – 5,000	Property Sold 8 / 26 / 2025

**WHEREAS**, the Assessor reviewed the application and made the recommendation that the exemption be removed from the 2025/2026 Final Assessment Roll as listed above; and

**WHEREAS**, where a partial exemption is entered on an assessment roll for an ineligible parcel, it is an error in essential fact, which may be corrected by the Board in accordance with the

provisions of the Real Property Tax Law; and

**NOW THEREFORE BE IT RESOLVED**, that the Board of Assessment Review comprised of members of the Board of Trustees, be authorized to retroactively approve the changes recommended by the Assessor to be made to the 2025/2026 Final Assessment Roll and that the Treasurer issue a corrected tax bill.

The Clerk polled the Board as follows:

Deputy Mayor Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Trustee Butler	VOTING
Mayor Kennedy	VOTING

The following motion was moved by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_, who moved its adoption:

**WHEREAS**, the Board of Trustees of the Incorporated Village of Freeport, as lead agency, has determined that the proposed action described below, will not have a significant effect on the environment and neither a draft environmental impact statement nor a final environmental impact statement will be prepared; and

**WHEREAS**, the proposed action is the issuance of bonds for the purpose of payment of certain settled claims against the Village, specifically the appropriation of \$11,749,447 in bonds and authorizing the issuance of bonds in the principal amount of \$11,749,447 to finance said appropriation; and

**WHEREAS**, this Board determines that the proposed action is an unlisted action, as that term is defined in the New York State Environmental Quality Review Act, herein after referred to as SEQRA. After careful consideration, the Board has concluded that the proposed action will not have a significant effect on the environment for the following reasons:

1. The proposed action will not result in a substantial adverse change in the existing air quality, ground or surface water quality, traffic or noise level, will not affect solid waste production, and will not affect erosion, flooding, leaching or drainage problems.
2. The proposed action will not result in the removal or destruction of large quantities of vegetation or fauna nor interfere with the movement or any resident or migratory fish or wildlife species, nor impact on a significant habitat area, nor result in any other significant adverse effect to natural resources.
3. The proposed action will not encourage or attract a large number of people.
4. The proposed action is consistent with the community's current plans and goals for enforcement of Village laws.
5. The proposed action would not impair the character or quality of important historical, archeological, architectural or aesthetic resources of the Village.
6. The proposed action will not bring about a major change in the use of either the quantity or type of energy.
7. The proposed action will not create a hazard to human health.
8. The proposed action will not produce a substantial change in the use or intensity of land, including cultural or recreational resources, or its capacity to support existing uses.

9. The proposed action will not create a material demand for other actions that would result in any of the above consequences.
10. The proposed action will not change two or more elements in the environment, which when considered together could result in a substantial adverse impact on the environment.
11. When considered cumulatively with other actions, the proposed action will not have a significant effect on the environment or meet one of the above criteria.

**NOW THEREFORE BE IT RESOLVED**, that the Board of Trustees of the Incorporated Village of Freeport, after reviewing the above criteria has determined that the proposed action is not environmentally significant.

The Clerk polled the Board as follows:

Deputy Mayor Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Trustee Butler	VOTING
Mayor Kennedy	VOTING

**INTER-DEPARTMENT CORRESPONDENCE ONLY  
VILLAGE OF FREEPORT**

**To: Mayor Robert Kennedy**

**From: Conor Kirwan, Executive Director of Human Resources**

**Date : September 4, 2025**

**RE: Bond Amounts**

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At the request of Village Counsel, I have calculated the costs associated with the following budget items for the purposes of funding them through the issuance of bonds.

Workers Compensation "Tail of Claims" – As the Board is aware, the Village has transitioned from a self-insured model to a fully insured model for Workers Compensation claims. The FYE 2014 budget cost for Workers Compensation was \$1.6 million and FYE 25 claim cost was \$428,763. This reduction in cost of the program has allowed us to benefit from lower premiums for a fully insured product. The quoted premium has been reduced from \$1.8 million to \$600,000 over that time frame.

The pre 3/1/25 claims, however, remain a liability of the Village's self-insured program. The law provides for the ability to bond the cost of paying for these claims and the ancillary costs to transition from self to fully insured. The total cost thereof is **\$3,269,000**

Termination Pay- the amount paid or to be paid for any termination pay for CSEA, PBA, or Management personnel. This is a total of both any initial payment and any installment payment paid in FYE 2026. This number is provided by my department and contains the AP payment info provided by Treasurer's. **\$2,012,315**

LOSAP (Firefighters Length of Service Award Program) - The amount necessary to bring the fund to "Fully Funded" status as that term is used by and arrived at by the actuaries employed by Penflex, the company that administers this program. This number is provided annually and the number provided here is based upon their most recent analysis. **\$5,400,000**

If this meets with your approval, please place this on the next available Board agenda to authorize the issuance of these bonds in these amounts.



Conor Kirwan

**BOND RESOLUTION OF THE BOARD OF TRUSTEES OF THE INCORPORATED VILLAGE OF FREEPORT, NASSAU COUNTY, NEW YORK (THE "VILLAGE"), AUTHORIZING THE ISSUANCE OF \$11,749,447 IN SERIAL BONDS OF THE VILLAGE TO FINANCE THE PAYMENT OF CERTAIN SETTLED CLAIMS AGAINST THE VILLAGE, STATING THAT THE ESTIMATED MAXIMUM COST THEREOF IS \$11,749,447, AND APPROPRIATING SAID AMOUNT THEREFOR**

**WHEREAS**, the Board of Trustees (the "Board") the Incorporated Village of Freeport, Nassau County, New York (the "Village") proposes to authorize the issuance of \$11,749,447 in serial bonds of the Village to finance certain settled claims against the Village; and

**WHEREAS**, the Board now wishes to appropriate funds and to authorize the issuance of the Village's serial bonds and bond anticipation notes to be issued to finance the aforementioned specific object or purpose.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Trustees of the Incorporated Village of Freeport, Nassau County, New York (by the favorable vote of not less than two-thirds of all the members of such body), as follows:

SECTION 1. The Village is hereby authorized to finance certain settled claims against the Village. The estimated maximum cost of said class of objects or purpose, including preliminary costs and costs incidental thereto, including legal and professional fees, and the financing thereof, is \$11,749,447 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$11,749,447 serial bonds of the Village to finance said appropriation and the levy and collection of taxes on all the taxable real property of the Village to pay the principal of said bonds and the interest thereon as the same shall become due and payable. No amount previously has been authorized by the Village to be applied to the payment of such class of objects or purpose.

SECTION 2. Serial bonds of the Village in the principal amount of \$11,749,447 are hereby authorized to be issued pursuant to provisions of Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law") to finance the aforementioned specific objects or purpose.

SECTION 3. It is hereby determined that the period of probable usefulness of the aforementioned specific objects or purpose is fifteen (15) years, pursuant to subdivision 33(c). of paragraph a. of Section 11.00 of the Law.

SECTION 4. The temporary use of available funds of the Village, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Law, for the capital purposes described in this resolution. The Village shall reimburse such expenditures with the proceeds of the bonds or bond anticipation notes authorized by this resolution. This resolution shall constitute a declaration of official intent to reimburse the expenditures authorized herein with the

proceeds of the bonds and bond anticipation notes authorized herein, as required by United States Treasury Regulations Section 1.150-2.

SECTION 5. The final maturity of the bonds herein authorized to be issued shall be in excess of five (5) years measured from the date of issuance of the first serial bond or bond anticipation note issued pursuant to this resolution.

SECTION 6. Each of the serial bonds authorized by this resolution and any bond anticipation notes issued in anticipation of said bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any bond anticipation notes issued in anticipation of said bonds shall be general obligations of the Village, payable as to both principal and interest by a general tax upon all the real property within the Village subject to applicable statutory limits, if any. The faith and credit of the Village are hereby irrevocably pledged to the punctual payment of the principal and interest on said serial bonds and bond anticipation notes and provisions shall be made annually in the budget of the Village by appropriation for (a) the amortization and redemption of the bonds and bond anticipation notes to mature in such year and (b) the payment of interest to be due and payable in such year.

SECTION 7. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of serial bonds and bond anticipation notes or the renewals of said obligations and of Sections 21.00, 50.00, 54.90, 56.00 through 60.00, 62.10 and 63.00 of the Law, the powers and duties of the Board of Trustees relative to authorizing serial bonds and bond anticipation notes and prescribing terms, form and contents as to the sale and issuance of bonds herein authorized, including without limitation the determination of whether to issue bonds having substantially level or declining debt service and all matters related thereto, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, are hereby delegated to the Village Treasurer, as the chief fiscal officer of the Village (the "Village Treasurer"). Such notes shall be of such terms, form and contents as may be prescribed by said Village Treasurer consistent with the provisions of Local Finance Law. Further, pursuant to paragraph b. of Section 11.00 of the Law, in the event that bonds to be issued for any of the objects or purposes authorized by this resolution are combined for sale, pursuant to paragraph c. of Section 57.00 of the Law, with bonds to be issued for any of the other objects or purposes authorized by this resolution and/or with bonds to be issued for one or more objects or purposes authorized by other resolutions of the Board, then the power of the Board to determine the "weighted average period of probable usefulness" (within the meaning of paragraph a. of Section 11.00 of the Law) for such combined objects or purposes is hereby delegated to the Village Treasurer, as the chief fiscal officer of the Village.

SECTION 8. The Village Treasurer is hereby further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

SECTION 9. The Village Treasurer is further authorized to enter into a continuing disclosure undertaking with or for the benefit of the initial purchasers of the bonds or notes in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 10. The Board of Trustees hereby determines that this resolution and the actions authorized herein constitute a "Type II" action within the meaning of the State Environmental Quality Review Act and the regulations of the New York State Department of Environmental Conservation thereunder (collectively, "SEQRA") and that no further action under SEQRA with respect to the Project need be taken by the Board of Trustees as a condition precedent to the adoption of this resolution.

SECTION 11. The intent of this resolution is to give the Village Treasurer sufficient authority to execute those applications, agreements and instruments, or to do any similar acts necessary to affect the issuance of the aforesaid serial bonds or bond anticipation notes without resorting to further action of the Board.

SECTION 12. The validity of the bonds authorized by this resolution and of any bond anticipation notes issued in anticipation of said bonds may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Village is not authorized to expend money; or

(b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or

(c) such obligations are authorized in violation of the provisions of the constitution.

SECTION 13. The Village Clerk is hereby authorized and directed to cause a copy of this resolution, or a summary thereof, to be published in full in the official newspaper of the Village for such purposes, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Law.

SECTION 14. This resolution shall take effect immediately.

The following vote was taken and recorded in the public or open session of said meeting:

AYE

NAY

Dated: September \_\_, 2025

STATE OF NEW YORK)  
COUNTY OF NASSAU ) ss.:

I, the undersigned Village Clerk of the Incorporated Village of Freeport, Nassau County, New York (the "Village") DO HEREBY CERTIFY as follows:

1. I am the duly qualified and acting Village Clerk of the Village and the custodian of the records of the Village, including the minutes of the proceedings of the Board of Trustees, and am duly authorized to execute this certificate.

2. A regular meeting of the Board of Trustees of the Village was held on September \_\_, 2025, and Minutes of said meeting have been duly recorded in the Minute Book kept by me in accordance with law for the purpose of recording the minutes of meetings of said Board.

3. Attached hereto is a true and correct copy of a Bond Resolution duly adopted at a meeting of the Board of Trustees held on September \_\_, 2025 and entitled:

**BOND RESOLUTION OF THE BOARD OF TRUSTEES OF THE INCORPORATED VILLAGE OF FREEPORT, NASSAU COUNTY, NEW YORK (THE "VILLAGE"), AUTHORIZING THE ISSUANCE OF \$11,749,447 IN SERIAL BONDS OF THE VILLAGE TO FINANCE THE PAYMENT OF CERTAIN SETTLED CLAIMS AGAINST THE VILLAGE, STATING THAT THE ESTIMATED MAXIMUM COST THEREOF IS \$11,749,447, AND APPROPRIATING SAID AMOUNT THEREFOR**

4. That said meeting was duly convened and held and that said resolution was duly adopted in all respects in accordance with the law and regulations of the Village. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of members of the Board of Trustees was present throughout said meeting, and a legally sufficient number of members (2/3's of the Board of Trustees) voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under the law, said regulations, or otherwise, incident to said meeting and the adoption of the resolution, including the publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

5. Public Notice of the time and place of said Meeting was duly posted and duly given to the public and the news media in accordance with the Open Meetings Law, constituting Chapter 511 of the Laws of 1976 of the State of New York, and that all members of said Board had due notice of said Meeting and that the Meeting was in all respects duly held and a quorum was present and acted throughout.

6. The seal appearing below constitutes the official seal of the Village and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the corporate seal of the Incorporated Village of Freeport this \_\_ day of September, 2025.

\_\_\_\_\_  
Pamela Walsh Boening, Village Clerk

[SEAL]

## ESTOPPEL NOTICE

The resolution, a summary of which is published herewith, has been adopted on September \_\_, 2025 by the Board of Trustees of the Incorporated Village of Freeport, Nassau County, New York (the "Village"). The validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Village is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

Pamela Walsh Boening,  
Village Clerk, Incorporated Village of Freeport

### SUMMARY OF BOND RESOLUTION

Set forth below is a summary of said resolution adopted by the Board of Trustees of the Incorporated Village of Freeport, Nassau County, New York (the "Village") on September \_\_, 2025.

1. The resolution is entitled "BOND RESOLUTION OF THE BOARD OF TRUSTEES OF THE INCORPORATED VILLAGE OF FREEPORT, NASSAU COUNTY, NEW YORK (THE "VILLAGE"), AUTHORIZING THE ISSUANCE OF \$11,749,447 IN SERIAL BONDS OF THE VILLAGE TO FINANCE THE PAYMENT OF CERTAIN SETTLED CLAIMS AGAINST THE VILLAGE, STATING THAT THE ESTIMATED MAXIMUM COST THEREOF IS \$11,749,447, AND APPROPRIATING SAID AMOUNT THEREFOR".

2. Object or Purpose: Certain settled claims against the Village.
3. Period of Probable Usefulness: 15 years.
4. Amount of Debt Obligations Authorized: Up to \$11,749,447.

The resolution summarized herein shall be available for public inspection during normal business hours at the offices of the Village Clerk of the Incorporated Village of Freeport, located at the Village of Freeport Village Hall, 46 North Ocean Avenue, Freeport, NY 11520.

**INTER-DEPARTMENT CORRESPONDENCE  
FREEPORT POLICE DEPARTMENT**

**TO: Robert T. Kennedy, Mayor**

**FROM: Michael J. Smith, Chief of Police**

**DATE: August 25<sup>th</sup>, 2025**

**RE: Approval of the New York Traffic Services Grant**

This is to request Village Board approval of the attached contract from the Governors Traffic Safety Committee (GTSC) between the Village of Freeport and the State of New York. The New York State Traffic Services Grant consists of funding for overtime patrols to participate in initiatives such as Buck Up NY, Distracted Driving and Speed Week, to reduce dangerous driving behaviors.

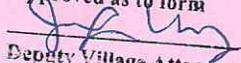
The contract provides \$19,500.00 for this program and is in effect from October 1, 2025 to September 30, 2026. There is no matching funds requirement for this program.

The contact person for this program is Maureen Kozakiewicz, New York State Governor's Traffic Safety Committee, 6 Empire State Plaza Room 410B, Albany, NY 12228. Her contact information is 518-948-1655 and [Maureen.Kozakiewicz@dmv.ny.gov](mailto:Maureen.Kozakiewicz@dmv.ny.gov).

Instructions indicate to sign and return the wet copy of signature page of the contract. The signatures must be notarized.

Should you have any questions or require additional information, please contact me at your convenience.

  
Michael J. Smith  
Chief of Police

Approved as to form  
  
Deputy Village Attorney

It was moved by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_, that the following resolution be adopted:

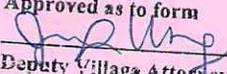
**WHEREAS**, the State of New York, under the Police Traffic Services Grant (PTS) program, has offered the Village of Freeport a grant award in order to defray the costs incurred for police overtime associated with a seat belt compliance and dangerous driving related violations; and

**WHEREAS**, under the terms of the agreement the Village of Freeport will receive the sum of \$19,500.00 from the State of New York, to be used toward these overtime costs with no matching funds from the Village; and

**NOW THEREFORE BE IT RESOLVED**, that the Mayor be and hereby is authorized to execute any and all documentation necessary to effectuate a Contract for Grants from the Governor's Traffic Safety Committee (GTSC) between the Village of Freeport and the State of New York, for a retroactive term beginning October 1, 2025 and ending September 30, 2026, for an amount of \$19,500.00 from the State of New York, to be used toward these overtime costs with no matching funds from the Village.

The Clerk polled the Board as follows:

Deputy Mayor Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Trustee Butler	VOTING
Mayor Kennedy	VOTING

Approved as to form  
  
Deputy Village Attorney



**GOVERNOR'S TRAFFIC SAFETY COMMITTEE**  
6 EMPIRE STATE PLAZA • ALBANY, NY 12228

August 25, 2025

Jessica Ramo  
Police Officer  
Freeport Village Police Department  
40 North Ocean Avenue  
Freeport, NY 11520-3073

Re: PTS-2026-Freeport Village PD -00141-(030)  
Police Traffic Services  
T007390  
CFDA #: 20.600  
EFFECTIVE DATE: October 1, 2025

Dear Police Officer Jessica Ramo:

On behalf of the Governor's Traffic Safety Committee, I am pleased to notify you that the Freeport Village Police Department has been awarded a total of \$19,500 to participate in the statewide Police Traffic Services Program. Our goal is to increase seat belt usage and reduce dangerous driving behaviors in an effort to reduce serious injury and death from traffic crashes. A breakdown of your grant award amount is as follows:

Category	Award Amount
Seat Belt Mobilization Enforcement	\$6,500
Regular PTS Enforcement	\$13,000
Other Than Personal Services	\$0
<b>Grand Total</b>	<b>\$19,500</b>

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested. Crucial documents regarding your grant, the claims process, equipment, and other grant related topics can be found by visiting <https://trafficsafety.ny.gov/highway-safety-grant-program#grant-award>.

Attached to this email are the contract and a signatory page with instructions. Please follow the instructions to facilitate the prompt processing of your contract. The contract will only be effective after the Signature page has been signed by the County, City, Town, or Village, and notarized, then returned to, **and** signed by, the New York State Governor's Traffic Safety Committee.

Please note the following requirement:

Payment for claims submitted under this grant award shall be rendered electronically in accordance with the Office of the State Comptroller's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.

Thank you for participating in this very important statewide enforcement program. I wish you success in your efforts. If you have any questions, please contact the Governor's Traffic Safety Committee at (518) 474-5111.

Sincerely,

A handwritten signature in black ink, appearing to read "Justin O'Connor". The signature is fluid and cursive, with the first name "Justin" written in a larger, more prominent script than the last name "O'Connor".

Justin O'Connor  
Director

JMO:bp  
Enclosure

**STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE**

<p>STATE AGENCY (Name &amp; Address):</p> <p>New York State Governor's Traffic Safety Committee 6 Empire State Plaza, Room 410B Albany, NY 12228</p>	<p>BUSINESS UNIT/DEPT. ID: DMV01/3700393</p> <p>CONTRACT NUMBER: T007390</p> <p>CONTRACT TYPE (select one):</p> <p><input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR NAME:</p> <p>FREEPORT VILLAGE OF</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal (list periods) <input type="checkbox"/> Amendment (list periods)</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000000956 Federal Tax ID Number: 116002111</p>	<p>PROJECT NAME:</p> <p>Police Traffic Services - PTS (PTS-2026-Freeport Village PD -00141-(030))</p> <p>ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only): 20.600</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>46 N OCEAN AVE FREEPORT, NY 11520</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address 46 N OCEAN AVE FREEPORT, NY 11520</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address 40 NORTH OCEAN AVENUE FREEPORT, NY 11520</p> <p>CONTRACTOR PRIMARY E-MAIL ADDRESS:</p> <p>j.ramo@freeportpolice.org</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>



**STATE OF NEW YORK  
CONTRACT FOR GRANTS**

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as “Contract” or “Agreement”), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

**WITNESSETH:**

**WHEREAS**, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

**WHEREAS**, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

**NOW THEREFORE**, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

**STANDARD TERMS AND CONDITIONS**

**I. GENERAL PROVISIONS**

**A. Order of Precedence:** In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with a grant award, the order of precedence is as follows:

1. Appendix A – Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)<sup>1</sup>, Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page
6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

<sup>1</sup> For modifications required by the Federal government see Section I(M).

**B. Funding:** Funding for the term of the Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

**C. Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

**D. Modifications:** Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

**E. Severability:** Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

**F. Interpretation:** The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

**G. Notice:** All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

**H. Indemnification:** The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.

**I. Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any

county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

**J. Partisan Political Activity and Lobbying:** Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

**K. Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

**L. Reporting Risks to Performance:** If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor’s notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

**M. Federally Funded Grants and Requirements Mandated by Federal Laws:** All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

**N. Renewal:**

**1. General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

**2. Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a “Simplified Renewal Contract.” Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State’s intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

## II. TERMINATION AND SUSPENSION

### A. Termination:

#### 1. Grounds:

- a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.
- c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

#### 2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

#### 3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real

property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

#### **4. Suspension:**

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

### **III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

#### **A. Contractor as an Independent Contractor/Employees:**

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

#### **B. Subcontractors:**

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the

terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

#### **C. Use of Material, Equipment, Or Personnel:**

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

#### **D. Property:**

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.

b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.

d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169- 2).

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

## **E. Records and Audits:**

### **1. General:**

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash

and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

#### **F. Confidentiality:**

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

6. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

#### **G. Publicity:**

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) calendar day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III (F)(2) (Publicity) hereof.

#### **H. Web-Based Applications-Accessibility:**

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by the New York State Governor's Traffic Safety Committee and any report on the results of such testing must be satisfactory to the New York State Governor's Traffic Safety Committee.

#### **I. Unemployment Insurance Compliance:**

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in

lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.
2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

#### **J. Charities Registration:**

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

#### **K. Vendor Responsibility:**

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

#### **L. Workers' Compensation Benefits:**

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.

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## STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

- 1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
- 2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
- 3. COMPTROLLER’S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.
- 4. WORKERS’ COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.
- 5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section

239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3- a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State-approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property

must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section

312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business and Technology Development  
625 Broadway  
Albany, New York 12245  
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue 33rd Floor  
New York, NY 10017  
646-846-7364  
email: [mwbebusinessdev@esd.ny.gov](mailto:mwbebusinessdev@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY**

**CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.** To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

**ATTACHMENT A-1  
AGENCY SPECIFIC TERMS AND CONDITIONS**

**Notices to the State shall be addressed to:**

New York State Governor's Traffic Safety Committee  
Attn: Program Manager  
6 Empire State Plaza, Room 410B  
Albany, NY 12228

**Notices to the Contractor shall be addressed to:**

Jessica Ramo  
Police Officer  
Village of Freeport Police Department  
40 N Ocean Avenue  
Freeport, NY 11520

or

Email: [j.ramo@freeportpolice.org](mailto:j.ramo@freeportpolice.org)

**End of Attachment A-1 – Agency Specific Terms and Conditions**

**ATTACHMENT A-2**  
**PROGRAM SPECIFIC TERMS AND CONDITIONS**

**DATE OF PROJECT** - Projects are funded for one year and must coincide with the federal fiscal year, with a start date of October 1 and an end date of September 30.

**GRANT MODIFICATIONS** - Grant modifications must be requested through the eGrants system **and** approved by the GTSC **BEFORE** the activity takes place or the item is ordered/purchased. Grant modifications cannot increase the dollar amount of the grant award. The GTSC's Instruction Guide for Grant Modifications, Payment Requests and Progress Reports provides information on how to submit a grant modification request. This guide is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>.

**PAYMENTS** - This is a reimbursement program. Grant recipients incur the costs of the project according to their approved budget and then submit a request for reimbursement to the GTSC.

Claim for payment reimbursement requests must be for exact expenditures. The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt enforcement mobilization claim must be submitted within 30 days after the end of the mobilization period. The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt mobilization claim cannot be paid until the associated progress report is submitted in eGrants. All other claims for this project must be submitted on a quarterly basis. Payment is issued through the New York State Comptroller's Office. All costs must be documented and the claim for payment reimbursement request must be submitted through the eGrants system. The Claim for Payment form with an original signature and all supporting documentation described in the Claim for Payment Instruction Guide must be uploaded in eGrants in the attachments section of the claim. The claim for payment reimbursement request must be submitted through the eGrants system with all required documentation by the due dates listed in the Attachment D (Payment and Reporting) section of this contract.

The deadline for submitting a final claim for payment reimbursement request for all costs incurred during the grant year, October 1 to September 30, is October 30. The claim for payment reimbursement request must be submitted through the eGrants system, **and** the signed and dated Claim for Payment form with supporting documentation must be uploaded in eGrants in the attachment section of the claim by October 30. The National Highway Traffic Safety Administration (NHTSA) will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement.

Reimbursement and documentation requirements are outlined in the GTSC's Claim for Payment Instruction Guide, which is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>. Contractors must read this instruction guide prior to initiating grant activity.

Items mentioned in the Attachment C (Work Plan Summary) section of this contract are not eligible for reimbursement unless they are listed and approved in the Attachment B-1 (Expenditure Based Budget Summary) section of this contract.

Items approved in the budget should be ordered by July 31 and must be received by September 30.

Equipment that costs \$10,000 or more per item needs **prior** written approval from the GTSC and the NHTSA. The item being approved in the grant does not mean it has been approved by the NHTSA. You must contact the GTSC to obtain the written approval **before** the item is purchased.

All Educational materials developed for this project must have prior written approval from the GTSC for content and text or be subject to non-reimbursement. Educational materials should include the following acknowledgement: "Funded by the National Highway Traffic Safety Administration with a grant from the New York State Governor's Traffic Safety Committee". The information provided in these materials must be directly related to the initiatives approved in the grant and the materials, including the content and text, must be pre-approved every year, regardless of whether they have been approved in the past.

**REPORTING** - The Attachment D (Payment and Reporting) section of this contract outlines the reporting requirements for this project. If an agency did not conduct grant funded activity during the reporting period, a progress report stating so is still required. Progress reports are submitted through the eGrants system. The GTSC may request agencies to participate in special enforcement activities or statewide mobilizations and may provide a format to report these activities outside of the regular reporting format. This reporting would be in **addition** to the reports outlined in Attachment D.

The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt enforcement mobilization report is due on June 14, 2026, two weeks after the conclusion of the Click It or Ticket seat belt enforcement mobilization. Claims for payment for Click It or Ticket enforcement cannot be submitted in eGrants until the associated progress report is submitted.

**MONITORING** - The GTSC has the right to conduct on-site monitoring of grant funded projects, during the project period or within 3 years after the end of the project period. The GTSC staff will schedule on-site visits at the mutual convenience of the GTSC and the project director or designee.

Contracts are for a one year period.

### **POLICE TRAFFIC SERVICES GRANT PROGRAM CONDITIONS:**

The contractor must provide GTSC occupant protection roll-call training materials to all patrol officers working on grant related activities for them to review. For a copy of the training materials, contact the Governor's Traffic Safety Committee at [gtsc@dmv.ny.gov](mailto:gtsc@dmv.ny.gov).

Participation in the Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" seat belt enforcement mobilization campaign is a requirement of the Police Traffic Services grant program. Lack of participation will result in the end of funding for the remainder of the grant year.

During the two-week Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" seat belt enforcement mobilization, grant funding can **only** be used to conduct occupant restraint enforcement.

Contractors are expected to enforce seat belt and child restraint laws throughout the grant cycle.

GTSC funded PTS projects may include dangerous driving related enforcement activities in the following areas:

- Seat belt and child restraint violations.
- Speeding violations.
- Aggressive driving violations.
- Distracted driving violations.
- No Empty Chair enforcement initiatives (all five days of enforcement campaign).
- Pedestrian safety violations.
- Motorcycle safety violations.
- Passing stopped school buses violations and Operation Safe Stop participation.
- Participation in other special enforcement campaigns identified by the GTSC.
- Routine commercial vehicle traffic enforcement violations. (Only routine traffic violations such as speeding, following too closely, failure to yield right of way, unsafe lane change and other related infractions).

GTSC funding may **NOT** be used for the following types of enforcement:

- Motorcycle only details
- Impaired driving details (with the exception of the last day of the No Empty Chair enforcement initiative)
- Commercial vehicle inspection operations, weight details or any other activity relating solely to commercial vehicles

**End of Attachment A-2 - Program Specific Terms and Conditions**

**ATTACHMENT A-3**  
**FEDERALLY FUNDED GRANTS AND REQUIREMENTS MANDATED BY FEDERAL LAWS**

**FEDERAL POLICY** – Policies and procedures of the following federal statutes and regulations may be applicable:

Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;

23 CFR Part 1300 - Uniform Procedures for State Highway Safety Grant Programs;

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Contractors must also be aware of the following certifications and assurances that are imposed upon them as part of the above regulations:

**NONDISCRIMINATION**

The contractor will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, grantees and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));

- Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (advancing equity across the Federal Government); and
- Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The contractor:

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its grantees, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the NonDiscrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its grantees, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these NonDiscrimination Authorities and this Assurance;
- Insert in all contracts and funding agreements with other government or private entities the following clause: "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time; b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein; c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA; d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/ or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and e. To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program."

### **POLITICAL ACTIVITY (HATCH ACT)**

The contractor will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

### **CERTIFICATION REGARDING FEDERAL LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of

any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **RESTRICTION ON STATE LOBBYING**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a contractor whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

#### **Instructions for Primary Certification**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed

covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

#### Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion— Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**BUY AMERICA**

The contractor will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using

Federal funds. Buy America requires a contractor, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

## CERTIFICATION ON CONFLICT OF INTEREST

### GENERAL REQUIREMENTS

No employee, officer, or agent of a Contractor or its subcontractor who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any contracts or subcontract, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subcontract. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subcontract. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
  - a. The code or standards shall provide that the contractor's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subcontractors, including contractors or parties to subcontracts.
  - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The contractor shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

### DISCLOSURE REQUIREMENTS

No Contractor or its subcontractor, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The contractor shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to the State. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. The state will forward the disclosure to NHTSA. NHTSA will review the disclosure and may require additional relevant information from the subcontractor. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any contractor, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a contractor, and the officers, employees or agents of a contractor who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

**PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

The contractor will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**End of Attachment A-3 - Federally Funded Grants and Requirements Mandated by Federal Laws**

**ATTACHMENT B  
BUDGET**

**Budget Type: B-1 Expenditure Based Budget**

Contract Periods

Contract Type: **Fixed Term Agreement**  
Contract Term: **10/01/2025 to 09/30/2026**  
Contract Amount: **\$19,500.00**

Contract Period Information Details

For Fixed Term contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Work Plan Indicator is provided to represent whether these details are included on the following pages.

**Contract Period Information**

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Work Plan Indicator
1	10/01/2025 - 09/30/2026	\$19,500.00			X	X

**ATTACHMENT B-1  
EXPENDITURE BASED BUDGET  
SUMMARY**

**PROJECT NAME:** Police Traffic Services - PTS  
(PTS-2026-Freeport Village PD -00141-(030))

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**CONTRACTOR NAME:** FREEPORT VILLAGE OF

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**CONTRACT PERIOD NUMBER:** 1

**CONTRACT PERIOD:** From: 10/01/2025  
To: 09/30/2026

**Personal Services:**

Number of Seat Belt Mobilization Enforcement Hours (During May 18 through May 31), and hourly pay rate.<sup>1</sup>

Number of Hours	Hourly Rate	Total Personal Services
50	\$130.00	\$6,500.00

Number of regular PTS Enforcement Hours and hourly pay rate.<sup>1</sup>

Number of Hours	Hourly Rate	Total Personal Services
100	\$130.00	\$13,000.00

<sup>1</sup>Hourly pay rate - Estimate of average pay rate of eligible officers for budgeting purposes, rounded to the nearest dollar. However, agency must request reimbursement for actual officer pay rates. GTSC does not reimburse fringe benefits costs on overtime.

**Other Than Personal Services**

Other costs must be related to grant activity. Each item must be listed separately and justified, or it will not be considered for funding.

Item	Justification	Item Cost

**Total Other Than Personal Services:** \$0.00

**Total Funding Request:** \$19,500.00

**ATTACHMENT C  
WORK PLAN  
SUMMARY**

**PROJECT NAME:** Police Traffic Services - PTS  
(PTS-2026-Freeport Village PD -00141-(030))

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**CONTRACTOR NAME:** FREEPORT VILLAGE OF

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**CONTRACT PERIOD NUMBER:** 1

**CONTRACT PERIOD:** From: 10/01/2025  
To: 09/30/2026

**General:**

Police Traffic Services (PTS) funding is intended to be used for supplemental, overtime traffic enforcement/engagement hours by police agencies to conduct traffic enforcement details based on the crash data of their local patrol area with the goal of impacting motorist behavior and improving traffic safety within their jurisdiction. The goal of this program is to reduce motor vehicle crashes and their resulting injuries and deaths.

Special conditions relating to the Police Traffic Services grant program are provided in the Attachment A-2 (Program Specific Terms and Conditions) section of this contract.

Items mentioned in the Attachment C (Work Plan Summary) are **not** eligible for reimbursement unless they are listed and approved in the Attachment B-1 (Expenditure Based Budget Summary) section of this contract.

**Buckle Up New York (BUNY), “Click It or Ticket (CIOT)” Campaign:**

Buckle Up New York (BUNY), “Click It or Ticket (CIOT)”, is a statewide enforcement campaign designed to save lives and reduce the severity of injuries by increasing safety restraint use.

Contractor must participate in the Buckle Up New York (BUNY), “Click It or Ticket (CIOT)” seat belt enforcement mobilization that will take place May 18 – May 31, 2026. No other enforcement activities will be funded during the two-week mobilization period.

Lack of participation in the required Buckle Up New York (BUNY), “Click It or Ticket (CIOT)” seat belt enforcement mobilization will result in the end of funding for the remainder of the grant year.

The Click It or Ticket section of the Work Plan is what the Contractor identified as their planned seat belt enforcement strategies during the Buckle Up New York (BUNY), “Click It or Ticket (CIOT)” seat belt enforcement mobilization.

**Regular PTS Enforcement:**

The Regular PTS section of the Work Plan is what the Contractor identified as their jurisdictions crash problems, enforcement strategies, and their agency’s crash reduction goals.

**CLICK IT OR TICKET**

Buckle Up New York (BUNY), "Click It or Ticket" (CIOT), is a statewide enforcement campaign designed to save lives and reduce the severity of injuries by increasing safety restraint use. The Governor's Traffic Safety Committee (GTSC) has set a strategic goal to increase the observed statewide seat belt use rate and to decrease unrestrained occupant fatalities in passenger vehicles. The strategies identified for accomplishing these goals include high visibility enforcement; public information and education.

**Lack of participation in the required Click It or Ticket seat belt enforcement mobilization will result in the end of funding for the remainder of the grant year.**

**No other enforcement activities will be funded during the two-week mobilization period.**

1. This agency will participate in the Click It or Ticket seat belt enforcement mobilization that will take place May 18 – May 31, 2026.
2. Agency agrees to submit the Click It or Ticket seat belt enforcement mobilization progress report by June 14, 2026—two weeks after conclusion of the Click It or Ticket mobilization.
3. Agency agrees to submit the Click It or Ticket seat belt enforcement mobilization claim for payment by July 1, 2026.
4. How many dedicated seat belt details does your agency plan to staff during the Click It or Ticket enforcement period? **5**
5. This agency will plan inter-agency enforcement details: Yes  No   
If yes, list at least one partner agency:
6. This agency will conduct a pre- or post-mobilization seat belt compliance survey: Yes  No
7. This agency will conduct at least one enforcement detail between the hours of 4:00 pm and 8:00 pm:  
Yes  No
8. In the space below, provide information about your planned seat belt enforcement operations, such as locations to be used, tactics, creative approaches, etc.

**The Freeport Police Department will assign officers on overtime to address compliance with seat belt and child safety seat regulations. During the enforcement period there will be a zero tolerance policy, and operators and passengers will be issued summonses for any observed violations. Violators will be observed using mobile patrols, fixed location observations and check points. Using the Nassau County Enforcement days and times are planned to be between Friday to Monday, between 2:00pm and 6:00pm according to current statistics.**

**Earned media** refers to publicity gained through promotional efforts other than paid media advertising. This includes outreach to local news outlets and/or social media to promote the use of occupant restraints. **Media kits are available on line at <https://www.trafficsafetymarketing.gov/get-materials/seat-belts>**

9. This agency will conduct earned media efforts prior to or during the 2026 Click It or Ticket enforcement mobilization Yes  No

List outreach:

**Social Media, local tv channel**

10. Provide GTSC occupant protection roll-call training materials to all patrol officers working on grant related activities for them to review. For a copy of the training materials, contact the Governor's Traffic Safety Committee at [gtsc@dmv.ny.gov](mailto:gtsc@dmv.ny.gov).

YES, we will incorporate this

**End of Click It or Ticket Work Plan**

## REGULAR PTS

### Location 1

- 1. Please name/identify the specific location where crashes are occurring in your jurisdiction. Provide details. A location could be any crash hotspot within your jurisdiction like an intersection or corridor. Parking lots and special events are not acceptable locations. If you are unclear about whether your location qualifies, please contact your Highway Safety Program Representative for guidance.**

Sunrise Highway also referred to as Route 27 runs east to west through the entire length of the Village of Freeport and is a 3 lane road in both directions that is compromised of mostly businesses. Sunrise Highway is a large commuting road which also allows access to the Meadowbrook state parkway. According to the Nassau County Crash Data Hub from October of 2023 through September of 2024, Sunrise highway accounts for approximately 96 accidents or almost 20% of the accidents in Freeport.

- 2. What is/are the primary contributing factor(s) causing these crashes?**

Using the Nassau County Crash Data Hub, of the 96 accidents, the primary contributing factors for crashes on Sunrise Hwy are following too closely and failure to yield right of way. Approximately 29% of the accidents occurred due to persons following too close and 23% occurred due to persons failing to yield the right of way.

- 3. When are these crashes occurring (time of day, day of week)?**

Using the Nassau County Crash Data Hub, most accidents occurred on Tuesday, Friday and Wednesday. Approximately 20% occurred on Tuesday and about 15% of accidents occurred on Friday and Wednesday. Approximately 50% of the crashes at this location occurred between the hours of 1pm-5pm.

- 4. Enforcement Strategy: How will you deploy agency resources to address this problem?**

Officers will be assigned on the days during the week which the highest accidents are occurring and will be conduct zero tolerance enforcement on unsafe violations but specifically the conditions listed at highest contributing factors for these accidents.

- 5. The overarching mission of the PTS grant program is to reduce crashes, especially personal injury and fatal crashes. Provide your agency's crash reduction goal for this location in a percentage or total number.**

This location accounted for 96 accidents, and 116 injuries. We would like to reduce the amount of crashes at this location by 15%/

### Location 2

- 1. Please name/identify the specific location where crashes are occurring in your jurisdiction. Provide details. A location could be any crash hotspot within your jurisdiction like an intersection or corridor. Parking lots and special events are not acceptable locations. If you are unclear about whether your location qualifies, please contact your Highway Safety Program Representative for guidance.**

Merrick Road is a two line road in each direction which runs east and west the entire length of the Village of Freeport. It is comprised of mostly businesses. Merrick road also allows access to and from the Meadowbrook Parkway. According the Nassau County Crash Data Hub from October of 2023 through September of 2024 , Merrick Road accounted for approximately 18% of the crashes.

- 2. What is/are the primary contributing factor(s) causing these crashes?**

According to the Nassau County Crash Data Hub, the primary contributing factors for accidents on Merrick Rd were failure to yield right of way and following too closely. Approximately 30% of the crashes on this road occurred because of failure to yield right of way and almost 20% for following to closely.

- 3. When are these crashes occurring (time of day, day of week)?**

According the Nassau County Crash Data Hub, most accidents occurred on Thursday, Tuesday and Friday and most occurring between the hours of 4pm to 8pm. Over 50% of the accidents occurred between 4-8PM and 20% occurred on a Thursday.

- 4. Enforcement Strategy: How will you deploy agency resources to address this problem?**

Officers will be assigned on the days during the week which the highest accidents are occurring and will be conduct zero tolerance enforcement on unsafe violations but specifically the conditions listed at highest contributing factors for these accidents.

**5. The overarching mission of the PTS grant program is to reduce crashes, especially personal injury and fatal crashes. Provide your agency's crash reduction goal for this location in a percentage or total number.**

This location accounted for 88 accidents, 101 injuries and 1 fatality. We would like to see a 15% reduction in crashes and 100% in fatalities.

**Location 3**

**1. Please name/identify the specific location where crashes are occurring in your jurisdiction. Provide details. A location could be any crash hotspot within your jurisdiction like an intersection or corridor. Parking lots and special events are not acceptable locations. If you are unclear about whether your location qualifies, please contact your Highway Safety Program Representative for guidance.**

North Main Street runs north and south and consists of two lanes in each direction. North Main street is also comprised of mostly businesses. According to the Nassau County Crash Data Hub from October of 2023 through September of 2024, N Main Street accounts for approximately 34 accidents of the accidents in Freeport.

**2. What is/are the primary contributing factor(s) causing these crashes?**

According to the Nassau County Crash Data Hub, the primary contributing factor for accidents on North Main Street was failure to yield right of way. About 44% of the accidents on this road were due to failure to yield the right of way.

**3. When are these crashes occurring (time of day, day of week)?**

According to the Nassau County Crash Data Hub, the majority of the accidents occurred on North Main St during the hours of 7-8 AM and 5-7PM and on Monday and Thursday. About 26% occurred during 5-7Pm and 24% between 7-8AM. About 26% occurred on a Thursday and 21% on Monday.

**4. Enforcement Strategy: How will you deploy agency resources to address this problem?**

Officers will be assigned on the days during the week which the highest accidents are occurring and will be conduct zero tolerance enforcement on unsafe violations but specifically the conditions listed at highest contributing factors for these accidents.

**5. The overarching mission of the PTS grant program is to reduce crashes, especially personal injury and fatal crashes. Provide your agency's crash reduction goal for this location in a percentage or total number.**

This location accounted for 34 accidents, 41 injuries and 1 fatality. We would like to reduce the amount of crashes by 10% and fatalities by 100%.

Supporting data used above was obtained from (check all that apply):

Crash Ticket Data Table from ITSMR;

TSSR;

TraCS;

County Crash Dashboard;

Agency Data;

Other:

**Remainder of page intentionally left blank. Go page 5.**

Check **voluntary** enforcement initiatives your agency plans to participate in from the list below.

**Distracted Driver Campaigns;**

**Operation Safe Stop;**

**No Empty Chair;**

**Pedestrian Safety Enforcement Mobilization;**

**Speed Awareness Enforcement Mobilization;**

**Regional or multi-agency enforcement waves that support GTSC goals** (must not be an impaired wave (with the exception of the last day of the No Empty Chair enforcement initiative), commercial motor vehicle inspection or motorcycle only checkpoint.)

**End of Regular PTS Work Plan**

**ATTACHMENT D**  
**PAYMENT AND REPORTING**

**A. General Terms and Conditions:**

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.
4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.
5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.
7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.
11. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System (“CFR”). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

**B. Advance Payments and Claiming Requirements:**

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.
2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.
3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

**Schedule A: Claiming Requirements**

Period 1: October 1, 2025 – September 30, 2026			
Claim Number	Claim Type	Claim Period	Due Date
1	Quarterly Reimbursement	10/01/2025 – 12/31/2025	01/30/2026
2	Quarterly Reimbursement	01/01/2026 – 03/31/2026	04/30/2026
3	Seat Belt Mobilization	05/18/2026 – 05/31/2026	07/01/2026
4	Quarterly Reimbursement	04/01/2026 – 06/30/2026	07/30/2026
5	Quarterly Reimbursement	07/01/2026 – 09/30/2026	10/30/2026

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

- For non-performance based contracts, the Contractor’s costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.
- For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

Expenditure Report Required

### C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

### D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report*: The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

2. *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).

3. *Final Report*: The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

4. *Consolidated Fiscal Report*: The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

**Schedule B: Progress Reporting Requirements**

Period 1: October 1, 2025 – September 30, 2026			
Progress Report	Report Type	Report Period	Due Date
1	Work Plan Based	10/01/2025 – 03/31/2026	04/15/2026
2	Work Plan Based	05/18/2026 – 05/31/2026	06/14/2026
3	Work Plan Based	10/01/2025 – 09/30/2026	10/15/2026

**E. Special Payment and Reporting Provisions**

**Claims for Reimbursement:**

This is a reimbursement program. Grant recipients incur the costs of the project according to their approved budget and then submit a request for reimbursement to the GTSC.

Claim for payment reimbursement requests must be for exact expenditures. The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt enforcement mobilization claim must be submitted within 30 days after the end of the mobilization period. The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt mobilization claim cannot be paid until the associated progress report is submitted in eGrants. All other claims for this project must be submitted on a quarterly basis. Payment is issued through the New York State Comptroller’s Office. All costs must be documented and the claim for payment reimbursement request must be submitted through the eGrants system. The Claim for Payment form with an original signature and all supporting documentation described in the Claim for Payment Instruction Guide must be uploaded in eGrants in the attachments section of the claim. The claim for payment reimbursement request must be submitted through the eGrants system with all required documentation by the due dates listed in this Attachment D (Payment and Reporting).

The deadline for submitting a final claim for payment reimbursement request for all costs incurred during the grant year, October 1 to September 30, is October 30. The claim for payment reimbursement request must be submitted through the eGrants system, and the signed and dated Claim for Payment form with supporting documentation must be uploaded in eGrants in the attachments section of the claim by October 30. The National Highway Traffic Safety Administration (NHTSA) will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non- reimbursement.

Reimbursement and documentation requirements are outlined in the GTSC’s Claim for Payment Instruction Guide, which is available on the New York State Governor’s Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>. Contractors must read this instruction guide prior to initiating grant activity.

**Reports:**

This Attachment D (Payment and Reporting) outlines the reporting requirements for this project. If an agency did not conduct grant funded activity during the reporting period, a progress report stating so is still required. Progress reports are submitted through the eGrants system. The GTSC may request agencies to participate in special enforcement activities or statewide mobilizations and may provide a format to report these activities outside of the regular reporting format. This reporting would be in **addition** to the reports outlined in Attachment D.

The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt enforcement mobilization report is due on June 14, 2026, two weeks after the conclusion of the Click It or Ticket seat belt enforcement mobilization. Claims for payment for Click It or Ticket enforcement cannot be submitted in eGrants until the associated

progress report is submitted.

The GTSC's Instruction Guide for Grant Modifications, Payment Requests and Progress Reports provides step-by-step instructions on how to initiate and submit a claim for reimbursement and /or progress report through the eGrants system. This guide is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>.

**End of Attachment D - Payment and Reporting**

## CONTRACT INSTRUCTIONS

The project director must make sure that the person reviewing and signing the contract is aware of the following information:

1. Changes **cannot** be made to the contract. Any changes made **will** result in a rejection of the contract.
2. Once the attached Signature page is signed by an authorized representative (**see below**) **and** notarized, **ONLY** the completed Signature page is to be returned to the New York State Governor's Traffic Safety Committee (GTSC). Do **NOT** return the contract.
3. The completed Signature page must be emailed to [GTSCContracts@dmy.ny.gov](mailto:GTSCContracts@dmy.ny.gov).
4. The Signature page with the original "wet" signatures must be mailed to:  
New York State Governor's Traffic Safety Committee  
Attn: Contract Coordinator  
6 Empire State Plaza, Room 410  
Albany, NY 12228
5. When the completed Signature page with the original "wet" signatures is received, the GTSC will upload the completed Signature page into an electronic version of the contract. A copy of that contract was provided with the grant award letter.
6. Once all required approvals are received, a copy of the approved contract will be emailed to your organization for your records.

### **Authorized Representative:**

Having the project director role on the grant does **NOT** give someone the authority to sign the contract. Although a specific department may have submitted the grant, the contract is not with that specific department; it is with the City, County, Town or Village. For example, the Town of Smith's Police Department submits the grant. The Contractor is the Town of Smith, not the police department. The person signing the contract must have the legal authority to bind the Town to a contract. Please contact your County, City, Town or Village Legal Department to determine who has the authority to sign the contract.

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Signature page follows on next page.

STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have executed or approved this Contract on the dates below their signatures.

CONTRACTOR:  
FREEPORT VILLAGE OF

STATE AGENCY:  
New York State Governor's Traffic Safety Committee

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name

Mary Arthur

Printed Name

Title: \_\_\_\_\_

Title: Program Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF NEW YORK

County of \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_, that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Contract.

(Notary) \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

Printed Name

Printed Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**INCORPORATED VILLAGE OF FREEPORT  
WATER DEPARTMENT  
INTER-OFFICE CORRESPONDENCE**

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To: Mayor Robert T. Kennedy

From: Robert R. Fisenne, P.E., Superintendent of Public Works

Date: August 28, 2025

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**RE: EMERGENCY REPAIR - WELL 4A**

On or about July 21, 2025 the Village experienced a pumping issue in Well 4A in the Northeast Wellfield. The water plant operator observed sparks emanating from the well motor and the well was no longer able to supply water to the system. This motor failure had the potential to disrupted water service to the Village should the demand outpace the supply throughout the system. The disruption of water supply would present a health and safety issue for residents and therefore the need to make the repair would be considered an emergency.

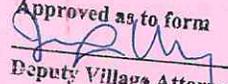
A.C. Schultes Inc., 664 S. Evergreen Avenue, Woodbury Heights, N.J. 080971 was called in on an emergency basis to make the repairs. A.C. Schultes Inc. responded to the site and removed the existing 150HP motor and installed a loaner motor to enable the plant to remain operational. The cost to remove the existing motor, install a temporary motor, rebuild the existing motor and reinstall it once the repair is complete will be \$19,246.00. This is based on a detailed breakdown of the work to be performed (see attached). Funding for this repair is provided in the Water Department's operating budget (WE95004 544810 – Well Equipment Repairs).

It is therefore requested that the Board of Trustees retroactively approve the emergency repair of Well 4A by A.C. Schultes Inc., 664 S. Evergreen Avenue, Woodbury Heights, N.J. 080971 for a total cost of \$19,246.00.



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Robert R. Fisenne, P.E.  
Superintendent of Public Works

Approved as to form  
  
Deputy Village Attorney

It was moved by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_, that the following resolution be adopted:

**WHEREAS**, on or about July 21, 2025, the Village experienced a pumping issue in Well 4A in the Northeast Wellfield; and

**WHEREAS**, the water plant operator observed sparks emanating from the well motor and the well was no longer able to supply water to the system; this motor failure had the potential to disrupted water service to the Village should the demand outpace the supply throughout the system; and

**WHEREAS**, the disruption of water supply would present a health and safety issue for residents and therefore the need to make the repair would be considered an emergency; and

**WHEREAS**, A.C. Schultes Inc., 664 S. Evergreen Avenue, Woodbury Heights, NJ 080971, was called in on an emergency basis to make the repairs; and

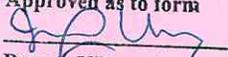
**WHEREAS**, the cost to remove the existing motor, install a temporary motor, rebuild the existing motor and reinstall it once the repair is complete will be \$19,246.00; and

**WHEREAS**, funding for this repair is provided in the Water Department's operating budget (WE95004 544810 – Well Equipment Repairs); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approves and the Mayor be is hereby authorized to sign any paperwork necessary to retroactively approve the emergency repair of Well 4A by A.C. Schultes Inc., 664 S. Evergreen Avenue, Woodbury Heights, NJ 080971, for a total cost of \$19,246.00

The Clerk polled the Board as follows:

Deputy Mayor Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Trustee Butler	VOTING
Mayor Kennedy	VOTING

Approved as to form  
  
Deputy Village Attorney



664 S. Evergreen Ave.  
Woodbury Heights, NJ 08097  
24 Hour Service  
(856) 845-5656 Office  
[gusiv@acschultes.com](mailto:gusiv@acschultes.com)  
[www.acschultes.com](http://www.acschultes.com)

July 25, 2025

Freeport Village  
46 North Ocean Avenue  
Freeport, NY 11520

Attention: Mark Quinton  
Email: [mquinton@freeportny.gov](mailto:mquinton@freeportny.gov)

Reference: Well #4A Motor Repairs  
ACS Job #P31441

Dear Sir:

A.C. Schultes, Inc. recently removed the existing 150HP motor and replaced it with a service motor to keep the Well in operation. The motor was then brought back to our repair facility and requires the following repairs at this time:

- Inspection of all bearing clearances
- Inspection of shaft run out
- Rewind stator with Class H insulation
- Vacuum pressure impregnation of new windings
- Balance rotor to ISO G2.5 tolerances
- Clean all parts
- Install new bearings
- Assemble, test run and paint

Once the repairs are completed, we will remobilize to the jobsite, remove the service motor, install the repaired motor, and test for proper operation. An option for furnishing a new motor instead of rewinding the existing motor has also been provided.

<b>Total project cost (rewind):</b> .....	<b>\$19,246.00</b>
<b>Total project cost (new):</b> .....	<b>\$24,127.00</b>

If you have any additional questions regarding this project, please feel free to contact this office.

Sincerely,

A.C. SCHULTES, INC.

*Michael Schultes*

Michael Schultes, Esq.  
Project Manager

MS/ck J: JOBS P/P31441/072525

LEGISLATIVE SESSION AGENDA

**AGENDA**

**BOARD OF TRUSTEES' MEETING**

**September 8, 2025**

**COMMENTS PERMITTED ON AGENDA ITEMS**